

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666392

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Stow Company		07/30/2021	Corporation: MICHIGAN
The Stow Company-Holland, Inc.		07/30/2021	Corporation: MICHIGAN
Stow Properties, LLC		07/30/2021	Limited Liability Company: MICHIGAN
GG Acquisition Company, LLC		07/30/2021	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	5887172	CLOSET EVOLUTION
Registration Number:	5697378	INSPIRED CLOSETS
Registration Number:	5697381	INSPIRED CLOSETS
Registration Number:	5697451	INSPIRED GARAGE
Registration Number:	5697452	INSPIRED GARAGE
Registration Number:	5975885	ORG HOME
Registration Number:	5544747	INSPIRED DAYS START IN INSPIRED CLOSETS
Registration Number:	5486581	INSPIRED CLOSETS STUDIO
Registration Number:	5256448	INSPIRED SPACES
Registration Number:	5256428	INSPIRED GARAGE
Registration Number:	5256427	INSPIRED CLOSETS
Registration Number:	5122294	ORG HOME STUDIO
Registration Number:	4390968	ORG HOME
Registration Number:	5685521	GET YOUR GARAGE IN GEAR

CH \$865.00 5887172

Property Type	Number	Word Mark
Registration Number:	5685519	SPARTACUS
Registration Number:	5485628	SERENITY CLOSETS
Registration Number:	5256450	CLOSETS MY WAY
Registration Number:	5256449	CACHET GARAGE
Registration Number:	5256447	STOW WINE HUB
Registration Number:	5255325	STOW SHOE HUB
Registration Number:	5255324	SHOE SHRINE
Registration Number:	5255204	SANCTUARY BY STOW
Registration Number:	5241666	LOVE MY CLOSET!
Registration Number:	5241665	OASIS BY STOW
Registration Number:	5206674	CLOSET OUTFITTERS
Registration Number:	5193044	EASYGARAGE
Registration Number:	4983138	SIMPLYNEU
Registration Number:	4935470	EASY TO LOVE
Registration Number:	4731007	DISTINCTIVE WINE CELLARS
Registration Number:	2890238	ORG
Registration Number:	1828303	EASY TRACK
Registration Number:	6027334	GORGEOUS GARAGE
Registration Number:	3692487	MONKEY BARS
Registration Number:	3632108	RISE ABOVE THE MESS

CORRESPONDENCE DATA

Fax Number: 4125621041

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4125621637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 501 Grant Street

Address Line 2: Suite 200

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-800284
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	08/10/2021

Total Attachments: 14

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of July 30, 2021 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "**Administrative Agent**"), for the benefit of the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among THE STOW COMPANY, a Michigan corporation, THE STOW COMPANY-HOLLAND, INC., a Michigan corporation, STOW PROPERTIES, LLC, a Michigan limited liability company, GG ACQUISITION COMPANY, LLC, a Michigan limited liability company (each a "**Borrower**" and collectively, the "**Borrowers**"), the Guarantors a party thereto from time to time (the "**Guarantors**"), the Lenders a party thereto from time to time (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Michigan, as amended from time to time (the "UCC").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, registered patents, trademark applications, registered trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate provided, that "**Patents, Trademarks and Copyrights**" and "**Patents, Trademarks or Copyrights**" shall exclude all intent-to-use trademarks.

(c) "**Secured Obligations**" shall mean all now existing and hereafter arising Obligations of each and every Pledgor, together with all interest payable on Obligations, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained herein, Secured Obligations shall specifically exclude any and all Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for the benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has given, and will continue to give for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing fifteen (15) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing fifteen (15) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor; or (ii) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until the Facility Termination Date, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology of the used of the Patents, Trademarks and Copyrights in the ordinary course of business without the Administrative Agent's consent to suppliers, customers and dealers to facilitate the manufacture, use, sale and distribution of such Pledgor's products and the normal operation of its business.

6. Prior to the Facility Termination Date, if any Pledgor shall own any new registered trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Upon request by Administrative Agent and, in any event, no later than one hundred fifty (150) days after the end of each fiscal year of the Pledgors, each Pledgor shall provide an updated Schedule A to include any such future patents, patent applications, trademark applications, registered trademarks, registered copyrights or copyright applications for the prior fiscal year. Each Pledgor and the Administrative Agent agree to modify this Agreement by including the updated Schedule A and the provisions of this Agreement shall apply to such updated Schedule A.

7. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which

are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds as set forth in Section 10.3 [Application of Proceeds] of the Credit Agreement. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives (a) any duty of the Administrative Agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or (b) other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the duration of this Agreement.

9. Upon the Facility Termination Date, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by

the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Facility Termination Date, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except to the extent not material to its business, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall in accordance with Section 10 hereof, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or

provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Section 6 and Section 25 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal Laws of the State of Michigan, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the Law of a jurisdiction other than the State of Michigan.

20. SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) Submission to Jurisdiction. Each Pledgor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Lender, the Issuing Lender, or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Michigan sitting in Kent County, and of the United States District Court of the Western District of Michigan, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Michigan State court or, to the fullest extent permitted by

applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, any Lender or any Issuing Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Pledgor or any other Loan Party or its properties in the courts of any jurisdiction.

(b) Waiver of Venue. Each Pledgor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in this Section 20. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in this Section 20. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to the Administrative Agent or any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower Agent, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

(d) WAIVER OF JURY TRIAL. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

22. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Loan Party Joinder given under, the Credit Agreement and in the manner provided in Section 12.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications such Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact; and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

25. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Loan Party Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any

Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

26. Acknowledgment Regarding Any Supported QFCs. The terms of Section 12.16 of the Credit Agreement with respect to acknowledgment regarding any supported QFCs are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

**THE STOW COMPANY
THE STOW COMPANY-HOLLAND, INC.
STOW PROPERTIES, LLC
GG ACQUISITION COMPANY, LLC**

By: 

Name: Phillip Dolcimascolo

Title: Chief Executive Officer of each Pledgor

**[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

ADMINISTRATIVE AGENT:

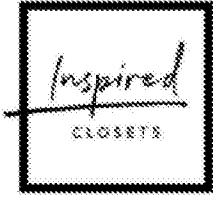


**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**

By: 
Jason Manchesky
Senior Vice President

Patent Schedule

Patent No.	Jurisdiction	Issue Date	Title	Owner
7,497,343	United States	March 3, 2009	Wall Hanging Garage Shelf and Rack Storage System	GG Acquisition Company, LLC
7,249,685	United States	July 31, 2007	Wall Hanging Garage Shelf and Rack Storage System	GG Acquisition Company, LLC
7,866,491	United States	January 11, 2011	Wall Hanging Garage Shelf and Rack Storage System	GG Acquisition Company, LLC
9,420,884	United States	August 23, 2016	Overhead Storage Rack	GG Acquisition Company, LLC
10,750,867	United States	August 25, 2020	Wall Hanging Garage Shelf and Rack Storage System	GG Acquisition Company, LLC
10,905,239	United States	February 2, 2021	Wall Hanging Garage Shelf and Rack Storage System	GG Acquisition Company, LLC
8,014,979	United States	September 6, 2011	Method and System for Automated Custom Design of a Storage Assembly	The Stow Company-Holland, Inc.
10,021,973	United States	July 17, 2018	Closet Partition System and Method of Assembly	The Stow Company-Holland, Inc.
10,441,078	United States	October 15, 2019	Mounting System for a Storage System	The Stow Company-Holland, Inc.

Trademark Schedule

Application / Registration No.	Jurisdiction	Mark	Application / Registration Date	Owner
5,887,172	United States	CLOSET EVOLUTION	October 15, 2019	The Stow Company
5,697,378	United States	INSPIRED CLOSETS	March 12, 2019	The Stow Company
5,697,381	United States		March 12, 2019	The Stow Company
5,697,451	United States	INSPIRED GARAGE	March 12, 2019	The Stow Company
5,697,452	United States		March 12, 2019	The Stow Company
5,975,885	United States	ORG HOME	February 4, 2020	The Stow Company
88/886,665 (Pending)	United States	THE BIG CLOSET CLEANOUT	April 24, 2020	The Stow Company
88/886,637 (Pending)	United States		April 24, 2020	The Stow Company
5,544,747	United States	INSPIRED DAYS START IN INSPIRED CLOSETS	August 21, 2018	The Stow Company
5,486,581	United States	INSPIRED CLOSETS STUDIO	June 5, 2018	The Stow Company
5,256,448	United States	INSPIRED SPACES	August 1, 2017	The Stow Company
5,256,428	United States	INSPIRED GARAGE	August 1, 2017	The Stow Company
5,256,427	United States	INSPIRED CLOSETS	August 1, 2017	The Stow Company
5,122,294	United States	ORG HOME STUDIO	January 17, 2017	The Stow Company
4,390,968	United States	ORG HOME	August 27, 2013	The Stow Company
5,685,521	United States	GET YOUR GARAGE IN GEAR	February 26, 2019	The Stow Company
5,685,519	United States	SPARTACUS	February 26, 2019	The Stow Company
5,485,628	United States	SERENITY CLOSETS	June 5, 2018	The Stow Company
5,256,450	United States	CLOSETS MY WAY	August 1, 2017	The Stow Company
5,256,449	United States	CASHET GARAGE	August 1, 2017	The Stow Company
5,256,447	United States	STOW WINE HUB	August 1, 2017	The Stow Company
5,255,325	United States	STOW SHOE HUB	August 1, 2017	The Stow Company
5,255,324	United States	SHOE SHRINE	August 1, 2017	The Stow Company

5,255,204	United States	STACTUARY BY STOW	August 1, 2017	The Stow Company
5,241,666	United States	LOVE MY CLOSET!	July 11, 2017	The Stow Company
5,241,665	United States	OASIS BY STOW	July 11, 2017	The Stow Company
5,206,674	United States	CLOSET OUTFITTERS	May 16, 2017	The Stow Company
5,193,044	United States	EASYGARAGE	April 25, 2017	The Stow Company
4,983,138	United States	SIMPLYNEU	June 21, 2016	The Stow Company
4,935,470	United States	EASY TO LOVE	April 12, 2016	The Stow Company
4,731,007	United States	DISTINCTIVE WINE CELLARS	May 5, 2015	The Stow Company
2,890,238	United States	ORG	September 28, 2004	Windquest Companies, Inc. AKA The Stow Company
1,828,303	United States	EASY TRACK	March 29, 1994	Windquest Companies, Inc. AKA The Stow Company
88/784,686 (Pending)	United States	GORGEOUS SPACES	February 4, 2020	GG Acquisition Company, LLC
88/784,675 (Pending)	United States	GORGEOUS CLOSETS	February 4, 2020	GG Acquisition Company, LLC
6,027,334	United States	GORGEOUS GARAGE	April 7, 2020	GG Acquisition Company, LLC
87/788,466 (Pending)	United States		February 7, 2018	GG Acquisition Company, LLC
87/788,460 (Pending)	United States		February 7, 2018	GG Acquisition Company, LLC
3,692,487	United States	MONKEY BARS	October 6, 2009	GG Acquisition Company, LLC
3,632,108	United States	RISE ABOVE THE MESS	June 2, 2009	GG Acquisition Company, LLC

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