

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Shade Store, LLC		10/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	5842346	THE SHADE STORE	
Registration Number:	3559896	THE SHADE STORE	
Registration Number:	3559897	THE SHADE STORE	
Registration Number:	4178868	THE SHADE STORE	
Registration Number:	3102453	THE SHADE STORE	
Registration Number:	3102449	THE SHADE STORE	
Registration Number:	5175583	THE SHADE STORE	
Registration Number:	5175582	THE SHADE STORE	
Registration Number:	5629759	THE SHADE STORE	
Registration Number:	3313329	CUSTOM MADE SIMPLE	
Registration Number:	4741513	CUSTOM MADE SIMPLE	
Registration Number:	4696139	THE BED STORE	
Registration Number:	4696140	THE SOFA STORE	
Registration Number:	3981588	PRETTY SIMPLE	
Registration Number:	5459538	PRETTY SIMPLE	
Registration Number:	5592889	MOTORIZATION MADE SIMPLE	
Registration Number:	5575556	MEASURE & INSTALL MADE SIMPLE	
Registration Number:	3981591	WHAT'S ON YOUR WINDOWS?	
Registration Number:	5054932	CHANGE YOUR VIEW	
TRADEMARK			

CH \$940.00 5842346

Property Type	Number	Word Mark
Registration Number:	4951983	FROM OUR WORKROOM TO YOUR WINDOW
Registration Number:	5023411	BRING YOUR STYLE INTO VIEW
Registration Number:	4893114	YOUR VIEW IS ABOUT TO CHANGE
Registration Number:	5360394	GUILTY PLEASURES MADE POSSIBLE BY THE SH
Registration Number:	5360383	BEHIND THE CURTAIN
Registration Number:	5387137	WINDOW DÉCOR TO FIT ANY STYLE
Registration Number:	5592007	SOHO SHADE COMPANY
Registration Number:	5551933	BEAUTIFUL IN EVERY SHADE
Registration Number:	5551869	ALL THE VIEWS FIT TO COVER
Registration Number:	5575894	EVERY SHADE IS BEAUTIFUL
Registration Number:	5575916	EVERY SHADE IS BEAUTIFUL
Registration Number:	5365684	GLOWE BY THE SHADE STORE
Registration Number:	5896217	GIFT OF SHADE
Registration Number:	6302253	BETTER BASICS
Registration Number:	5795794	GLOWE
Registration Number:	5898197	GLOWE
Serial Number:	87954154	CUSTOM MADE SIMPLE
Serial Number:	87954136	THE SURFACE STORE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9767

Email: ypan@proskauer.com

Correspondent Name: Jacob Frank

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	56013-080
NAME OF SUBMITTER:	Jacob Frank
SIGNATURE:	/Jacob Frank/
DATE SIGNED:	10/13/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 13, 2021 by The Shade Store, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Pledge and Security Agreement dated as of October 13, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of each Grantor, including those listed on Schedule I attached hereto and all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; provided that, in no event shall any security interest be granted in any “intent-to-use” trademark application filed in the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and solely during the period, if any, that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity of such trademark application or any registration that issues therefrom under applicable federal law;

(b) all income, fees, royalties, damages and payments then or thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.16 and 10.17 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

THE SHADE STORE, LLC, as Grantor


By: *Gerald Bennett*
Gerald Bennett (Oct 11, 2023 10:08 EDT)
Name: **Gerald Bennett**
Title: **Chief Financial Officer**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007451 FRAME: 0093

Accepted and Agreed:




OWL ROCK CAPITAL CORPORATION,
as the Collateral Agent

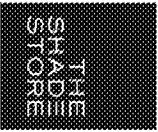


By:  _____

Name: Jeff Walwyn

Title: Authorized Signatory

Schedule I
Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
The Shade Store, LLC	THE SHADE STORE	87/957,123 5,842,346	6/11/2018
The Shade Store, LLC	THE SHADE STORE	77/351,371 3,559,896	12/13/2007
The Shade Store, LLC		77/351,682 3,559,897	12/13/2007
The Shade Store, LLC		85/481,242 4,178,868	11/28/2011
The Shade Store, LLC	 Supplemental Register	78/626,316 3,102,453	5/10/2005

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
The Shade Store, LLC	THE SHADE STORE	78/609,624 3,102,449	4/15/2005
The Shade Store, LLC	Supplemental Register THE SHADE STORE	87/134,491 5,175,583	8/10/2016
The Shade Store, LLC		87/134,488 5,175,582	8/10/2016
The Shade Store, LLC	THE SHADE STORE	87/827,630 5,629,759	3/9/2018
The Shade Store, LLC	CUSTOM MADE SIMPLE	77/049,603 3,313,329	11/22/2006
The Shade Store, LLC	CUSTOM MADE SIMPLE	85/481,236 4,741,513	11/28/2011
The Shade Store, LLC		85/193,931 4,696,139	12/9/2010
The Shade Store, LLC		85/193,955 4,696,140	12/9/2010
The Shade Store, LLC	CUSTOM MADE SIMPLE	87/954,154	6/8/2018
The Shade Store, LLC	PRETTY SIMPLE	85/180,003 3,981,588	11/18/2010

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
The Shade Store, LLC	PRETTY SIMPLE	86/925,633 5,459,538	3/2/2016
The Shade Store, LLC	MOTORIZATION MADE SIMPLE	87/288,968 5,592,889	1/4/2017
The Shade Store, LLC	MEASURE & INSTALL MADE SIMPLE	87/812,714 5,575,556	2/27/2018
The Shade Store, LLC	WHAT'S ON YOUR WINDOWS?	85/180,055 3,981,591	11/18/2010
The Shade Store, LLC	CHANGE YOUR VIEW	85/961,508 5,054,932	6/17/2013
The Shade Store, LLC	FROM OUR WORKROOM TO YOUR WINDOW	86/301,150 4,951,983	6/5/2014
The Shade Store, LLC	BRING YOUR STYLE INTO VIEW	86/569,054 5,023,411	3/19/2015
The Shade Store, LLC	YOUR VIEW IS ABOUT TO CHANGE	86/691,276 4,893,114	7/13/2015
The Shade Store, LLC	GUILTY PLEASURES MADE POSSIBLE BY THE SHADE STORE	86/717,784 5,360,394	8/7/2015
The Shade Store, LLC	BEHIND THE CURTAIN	86/698,748 5,360,383	7/20/2015
The Shade Store, LLC	WINDOW DECOR TO FIT ANY STYLE	86/771,732 5,387,137	9/29/2015
The Shade Store, LLC	SOHO SHADE COMPANY	86/954,107 5,592,007	3/26/2016
The Shade Store, LLC	BEAUTIFUL IN EVERY SHADE	87/492,232 5,551,933	6/16/2017
The Shade Store, LLC	ALL THE VIEWS FIT TO	87/474,866	6/5/2017

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
The Shade Store, LLC	COVER	5,551,869	
The Shade Store, LLC	EVERY SHADE IS BEAUTIFUL	87/836,941 5,575,894	3/16/2018
The Shade Store, LLC	EVERY SHADE IS BEAUTIFUL	87/853,678 5,575,916	3/28/2018
The Shade Store, LLC	GLOWE BY THE SHADE STORE	86/983,404 5,365,684	12/8/2015
The Shade Store, LLC	Gift of Shade	88/395,544 5,896,217	4/22/2019
The Shade Store, LLC	BETTER BASICS	88/669,134 6,302,253	10/25/2019
The Shade Store, LLC	Glowe	87/980,777 5,795,794	3/14/2017
The Shade Store, LLC	GLOWE	87/980,624 5898197	3/14/2017
The Shade Store, LLC	THE SURFACE STORE	87/954,136	6/8/2018