

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686638

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION		11/01/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PLOW & HEARTH, LLC		
<b>Street Address:</b>	7021 Wolfstown-Hood Rd		
<b>City:</b>	Madison		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22727		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1733807	PLOW & HEARTH	
<b>Registration Number:</b>	1810889	TUMBLING GNOMES	
<b>Registration Number:</b>	1768774	FINGERMAJIG	
<b>Registration Number:</b>	2037576	MAKING SCENTS	
<b>Registration Number:</b>	2052763	MAGIC CABIN DOLLS	
<b>Registration Number:</b>	2236301	WIND & WONDER	
<b>Registration Number:</b>	2483564	GARDENWORKS	
<b>Registration Number:</b>	2630268		
<b>Registration Number:</b>	2676351	WIND & WEATHER	
<b>Registration Number:</b>	2776979	HEARTHSOURCE	
<b>Registration Number:</b>	2781644	PROBLEM SOLVERS	
<b>Registration Number:</b>	2771406	PRACTICAL SOLUTIONS FOR EVERYDAY LIVING	
<b>Registration Number:</b>	2816836	HAPPYVILLE BLOCKS	
<b>Registration Number:</b>	3060756	HEARTH HEADQUARTERS	
<b>Registration Number:</b>	3080948	CUSHION FINDER	
<b>Registration Number:</b>	3487661	PLANTING TWO FOR ONE	
<b>Registration Number:</b>	3634454	FAIRY FINDS GAME	
<b>Registration Number:</b>	3619392	GIDDYUP AND GO	
<b>Registration Number:</b>	3652870	CAMPAIGN TO REFOREST AMERICA	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3312323	MAGNUTS
Registration Number:	3317994	MAGNUTS
Registration Number:	4062977	PROBLEMSOLVERS
Registration Number:	4475539	AMERICAN COUNTRY HOME
Serial Number:	86462549	
Serial Number:	86938795	DREAM BEST
Serial Number:	87169819	SHENANDOAH OUTDOOR
Registration Number:	5377160	NATURSTEN
Registration Number:	5559418	HEARTHSONG
Registration Number:	5453701	BUNGEEBOUNCE
Registration Number:	5604815	FUNSHINE

**CORRESPONDENCE DATA**

Fax Number: 6173417701

*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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	11/08/2021

**Total Attachments: 5**

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**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Partial Release”), dated as of November 1, 2021 (the “Effective Date”), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the “Grantee”), in favor of PLOW & HEARTH, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor and Grantee entered into that certain Grant of Security Interest in United States Trademarks dated as of January 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Grantor granted the Grantee a security interest in certain trademarks of the Grantor, including the trademarks and trademark applications listed on Schedule I attached hereto (the “Secured Trademarks”); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel 5189, Frame 0563 on January 8, 2014;

WHEREAS, the First Supplement, dated October 31, 2014, to the Trademark Security Agreement was recorded with the USPTO at Reel 5402, Frame 0916 on November 18, 2014;

WHEREAS, the Second Supplement, dated February 13, 2015, to the Trademark Security Agreement was recorded with the USPTO at Reel 5461, Frame 0527 on February 18, 2015;

WHEREAS, the Third Supplement, dated May 15, 2015, to the Trademark Security Agreement was recorded with the USPTO at Reel 5525, Frame 0136 on May 29, 2015;

WHEREAS, the Fourth Supplement, dated November 25, 2015, to the Trademark Security Agreement was recorded with the USPTO at Reel 5676, Frame 0974 on November 25, 2015;

WHEREAS, the Fifth Supplement, dated January 29, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5731, Frame 0906 on February 16, 2016;

WHEREAS, the Sixth Supplement, dated April 12, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5769, Frame 0790 on April 12, 2016;

WHEREAS, the Seventh Supplement, dated April 29, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5800, Frame 0519 on May 24, 2016;

WHEREAS, the Eighth Supplement, dated July 29, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5847, Frame 0450 on August 4, 2016;

WHEREAS, the Ninth Supplement, dated November 28, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5933, Frame 0155 on December 1, 2016;

WHEREAS, the Tenth Supplement, dated February 16, 2017, to the Trademark Security Agreement was recorded with the USPTO at Reel 5990, Frame 0456 on February 16, 2017;

WHEREAS, the Eleventh Supplement, dated May 23, 2017, to the Trademark Security Agreement was recorded with the USPTO at Reel 6067, Frame 0457 on May 24, 2017; and

WHEREAS, the Twelfth Supplement, dated November 17, 2017, to the Trademark Security Agreement was recorded with the USPTO at Reel 6213, Frame 0346 on November 27, 2017;

WHEREAS, the Thirteenth Supplement, dated March 28, 2018, to the Trademark Security Agreement was recorded with the USPTO at Reel 6344, Frame 0170 on April 18, 2018; and

WHEREAS, the Grantee has agreed to terminate and release its security interest and all of its right, title and interest in each of the Secured Trademarks, as herein provided.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement.

2. Release. The Grantee, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its security interest in all of the Secured Trademarks, and the Grantee hereby assigns and transfers to the Grantor, without recourse, all of Grantee's right, title, and interest in and to each of the Secured Trademarks and the related registrations and goodwill, effective as of the date set forth above.

3. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to conflict of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

Except for the release of Secured Trademarks specifically identified on Schedule I attached hereto, all terms and provisions of the Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Security Agreement, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

IN WITNESS WHEREOF, the Grantee has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Grantee**

By: 

Name: Peter Foley

Title: Authorized Signatory

**Schedule I**

**Secured Trademarks**

<b>MARK</b>	<b>File Date</b>	<b>Application No.</b>	<b>Registration Date</b>	<b>Registration Number</b>
PLOW & HEARTH	November 13, 1991	74/221,030	November 17, 1992	1733807
TUMBLING GNOMES	September 30, 1992	74/319,479	December 14, 1993	1810889
FINGERMAJIG	September 30, 1992	74/319,555	May 4, 1993	1768774
MAKING SCENTS	November 21, 1994	74/601,400	February 11, 1993	2037576
MAGIC CABIN DOLLS	June 3, 1996	75/114/381	April 15, 1997	2052763
WIND & WONDER	November 20, 1997	75/393,401	March 30, 1999	2236301
GARDENWORKS	November 17, 1999	75/853,801	August 28, 2001	2483564
Design Only	November 6, 2000	76/160,056	October 8, 2002	2630268
WIND & WEATHER	November 6, 2020	76/160,556	January 21, 2003	2676351
HEARTHSOURCE	September 19, 2001	76/317,021	October 21, 2003	2776979
PROBLEM SOLVERS	September 3, 2002	76/468,965	November 11, 2003	2781644
PRACTICAL SOLUTIONS FOR EVERYDAY LIVING	September 3, 2002	76/468,967	October 7, 2003	2771406
HAPPYVILLE BLOCKS	April 15, 2003	76/508,497	February 24, 2004	2816836
HEARTH HEADQUARTERS	March 25, 2004	76/584,621	February 21, 2006	3060756
CUSHION FINDER	April 22, 2005	76/636,657	April 11, 2006	3080948
PLANTING TWO FOR ONE & Design	October 17, 2007	77/305,962	August 19, 2008	3487661
FAIR FINDS GAME	October 6, 2008	77/586,127	June 9, 2009	3634454
GIDDYUP AND GO	November 8, 2008	77/610,740	May 12, 2009	3619392
CAMPAIGN TO REFOREST AMERICA	December 15, 2008	77/633,034	July 7, 2009	3652870
MAGNUTS	June 14, 2006	78/907,887	October 16, 2007	3312323

MARK	File Date	Application No.	Registration Date	Registration Number
MAGNUTS & Design	June 28, 2006	78/918,809	October 23, 2007	3317994
PROBLEMSOLVERS & Design	April 20, 2011	85/299,559	November 29, 2011	4062977
AMERICAN COUNTRY HOME & Design	April 29, 2011	85/308,491	January 28, 2014	4475539
Design Only	November 24, 2014	86/462,549	N/A	N/A
DREAM BEST	March 14, 2016	86/938,795	N/A	N/A
SHENANDOAH OUTDOOR	September 13, 2016	87/169,819	N/A	N/A
NATURSTEN	February 21, 2017	87/343,137	January 9, 2018	5377160
HEARTHSONG	October 19, 2017	87/652,086	September 11, 2018	5559418
BUNGEEBOUNCE	November 30, 2017	87/703,526	April 24, 2018	5453701
FUNSHINE	December 1, 2017	87/704,394	November 13, 2018	5604815