

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEK INDUSTRIES, LLC		12/06/2021	Limited Liability Company: NEBRASKA
ACCUQUILT, LLC		12/06/2021	Limited Liability Company: NEBRASKA
MEMORY STITCH, LLC		12/06/2021	Limited Liability Company: NEBRASKA
ACCUCUT, LLC		12/06/2021	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	STIFEL BANK & TRUST, AS AGENT
Street Address:	501 N. Broadway, Floor 10
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63102
Entity Type:	Bank & Trust Company: MISSOURI

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	4134949	CUSTOMSHAPEPROS
Registration Number:	4336996	CUSTOMSHAPEPROS
Serial Number:	90671267	ACCUQUILT
Serial Number:	90217089	GO! LOCAL
Registration Number:	4994882	GO! QUBE
Registration Number:	5058192	JUST ADD FABRIC
Registration Number:	3951673	AQ
Registration Number:	5756917	GO! ME
Registration Number:	5933576	GO! ME
Registration Number:	6079471	ACCUQUILT IT!
Registration Number:	4696969	BLOCK ON BOARD
Registration Number:	4696968	BOB
Registration Number:	3555163	ACCUQUILT
Registration Number:	3508597	BETTER CUTS MAKE BETTER QUILTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3638796	AQ
Registration Number:	3638803	FALL IN LOVE WITH QUILTING ALL OVER AGAI
Registration Number:	3598463	CHANGING THE WAY QUILTERS CUT!
Registration Number:	3666117	AQ
Registration Number:	3729469	ACCUQUILT GO!
Registration Number:	3729470	ACCUQUILT STUDIO
Registration Number:	3729472	GO!
Registration Number:	3698939	GO!
Registration Number:	3775633	GO!
Registration Number:	3901342	FIRST SCISSORS...THEN ROTARY...FINALLY..
Registration Number:	3894369	FIRST SCISSORS...THEN ROTARY...FINALLY..
Registration Number:	3955431	ACCUQUILT GO!
Registration Number:	3999560	GO! BABY
Serial Number:	90866962	FUZZ MONSTA
Serial Number:	90010983	FUZZ MONSTA
Registration Number:	6353437	MEMORYSTITCH
Registration Number:	6353438	MEMORYSTITCH
Registration Number:	6353441	MS MEMORYSTITCH
Registration Number:	6353445	MS MEMORYSTITCH
Registration Number:	6366086	FUZZ MONSTA
Registration Number:	4342858	GO! BIG
Registration Number:	4673851	BULLSEYE
Registration Number:	0852082	ART WAX
Registration Number:	2408166	JANGLE
Registration Number:	2485161	SHAPEMAKERS
Registration Number:	2575488	JILL'S PAPER DOLL WORLD
Registration Number:	2616715	JILL'S PAPER DOLL WORLD
Registration Number:	2842743	IMARK
Registration Number:	2797342	ARTWAXER
Registration Number:	2942671	CONVERTIBLES
Registration Number:	3001791	ZAZ
Registration Number:	3000965	SLIMLINE
Registration Number:	3008586	WAFER
Registration Number:	2096492	ACCUCUT
Registration Number:	3508090	WHERE LEARNING COMES TO LIFE
Registration Number:	3646289	PINNOVATION

CORRESPONDENCE DATA

**TRADEMARK
REEL: 007521 FRAME: 0592**

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7891.010
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	12/07/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2021, by TEK Industries, LLC, a Nebraska limited liability company formerly known as TEK Industries, Inc., AccuQuilt, LLC, a Nebraska limited liability company, Memory Stitch, LLC, a Nebraska limited liability company and Accucut, LLC, a Nebraska limited liability company (each a "Grantor" and together the "Grantors"), in favor of STIFEL BANK & TRUST, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among the Grantors, the other Loan Parties from time to time party thereto, Agent and the financial institutions (the "Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to extend credit to Borrowers;

WHEREAS, the proceeds of credit extended under the Credit Agreement will directly or indirectly benefit each Grantor in connection with the operation of its business;

WHEREAS, Agent and the Lenders are willing to extend Credit to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor execute that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of itself and the other Benefited Parties (as such term is defined in the Security Agreement), a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Benefited Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

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. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TEK INDUSTRIES, LLC, a Nebraska limited liability company

By: James G. Wilmsen

Name: James G. Wilmsen

Title: Vice President

ACCUQUILT, LLC, a Nebraska limited liability company

By: James G. Wilmsen

Name: James G. Wilmsen

Title: Vice President

MEMORY STITCH, LLC, a Nebraska limited liability company

By: James G. Wilmsen

Name: James G. Wilmsen

Title: Vice President

ACCUCUT, LLC, a Nebraska corporation

By: James G. Wilmsen

Name: James G. Wilmsen

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

STIFEL BANK & TRUST, as Agent

By: *Juli K. Van Hook*
Name: *Juli K. Van Hook*
Title: *Senior Vice President*