

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
L. & R. Distributors, Inc.		03/01/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5943621	WOOF	
<b>Registration Number:</b>	5641643	PURO	
<b>Registration Number:</b>	6482299	L&R DISTRIBUTORS	
<b>Registration Number:</b>	6352839	U.S.E.FUL ULTIMATE SHOPPING EXPERIENCE F	
<b>Registration Number:</b>	6346089	LR FULFILLMENT SERVICES	
<b>Registration Number:</b>	6346087	LR FULFILLMENT SERVICES	
<b>Registration Number:</b>	6346082	LR MERCHANDISING SERVICES	
<b>Registration Number:</b>	6346081	LR MERCHANDISING	
<b>Registration Number:</b>	6346079	LR LOGISTICAL SOLUTIONS	
<b>Registration Number:</b>	6346073	LR LOGISTICS	
<b>Registration Number:</b>	5164455	SELECT BRAND	
<b>Registration Number:</b>	5090875	LR U.S.E.FUL	
<b>Registration Number:</b>	5117976	LR DISTRIBUTION. MERCHANDISING. ANALYTIC	
<b>Serial Number:</b>	90687110	THROW ME A BONE	
<b>Serial Number:</b>	90330393	WOOF	
<b>Registration Number:</b>	5113034	LR	
<b>Registration Number:</b>	3170788	THE LOWER PRICE NAME BRAND	
<b>Registration Number:</b>	2817074	SELECT BRAND	
<b>Registration Number:</b>	2062824	SELECT BRAND	

OP \$940.00 5943621

Property Type	Number	Word Mark
Registration Number:	2004845	SELECT BRAND
Registration Number:	2043198	SELECT BRAND
Registration Number:	2003314	SELECT BRAND
Registration Number:	2133136	SELECT BRAND
Registration Number:	1682571	SELECT BRAND THE LOWER PRICE NAME BRAND
Serial Number:	97153716	MOONLIGHT BEACH BATH CO.
Serial Number:	97150702	HARPER & FRIENDS
Serial Number:	90798631	SJ NATURALS
Serial Number:	90799627	BEAUTY UNTOUCHED
Serial Number:	90795149	ENCINITAS BATH & BODY CO.
Serial Number:	90792716	SJ CLINICALS
Serial Number:	90788905	MANLORE
Serial Number:	90786235	HARPER & FRIENDS
Registration Number:	4263833	SJ SPA
Registration Number:	3193560	SPENSER & JENSEN
Registration Number:	2979734	SJ CREATIONS
Serial Number:	90781446	HARPER & FRIENDS
Serial Number:	90779438	LEUCADIA BATH CO.

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 03/29/2022

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Trademark Security Agreement") is made as of this 1st day of March, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of March 1, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among L. & R. DISTRIBUTORS, INC., a New York corporation ("L&R"), BARGAINS N MORE INC., a New York corporation ("Bargains" and, collectively with L&R, and each other Person joined thereto as a borrower from time to time, and all of their respective permitted successors and assigns, jointly and severally, collectively, the "Borrowers" and each a "Borrower"), each other Person joined thereto as a borrower or guarantor from time to time, the lenders from time to time party thereto (collectively, the "Lenders" and each individually a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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 Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular

provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the date when all of the Obligations have been Paid in Full after the termination of the Credit Agreement or each Loan Party has furnished Agent and Lenders with an indemnification satisfactory to Agent and Lenders with respect thereto. Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

*[Remainder of page intentionally left blank signature page follows.]*

IN WITNESS WHEREOF, the 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.

GRANTOR

**L. & R. DISTRIBUTORS, INC.,**  
a New York corporation

By: 

Name: Mary Ann Sigler  
Title: Vice President and Treasurer

*LRS*

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: 

Name: Albert Sarkis

Title: Senior Vice President

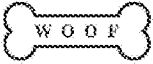
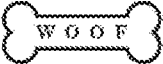
[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007674 FRAME: 0909

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks



Mark	Country	Status	Filing Date	Serial No.	Application/ Registration Date	Application/ Registration No.	Registrant
THROW ME A BONE	US	1A- Live	05/03/2021	90687110			L. & R. DISTRIBUTORS, INC.
WOOF & Design 	US	1A- Live	11/19/2020	90330393			L. & R. DISTRIBUTORS, INC.
WOOF & Design 	US	1A- Live	06/07/2019	88464417	12/24/2019	5943621	L. & R. DISTRIBUTORS, INC.
PURO	US	1A- Live	04/25/2018	87893320	01/01/2019	5641643	L. & R. DISTRIBUTORS, INC.
L&R DISTRIBUTORS	US	1A- Live	09/04/2020	90161127	09/14/2021	6482299	L. & R. DISTRIBUTORS, INC.
U.S.E.FUL ULTIMATE SHOPPING EXPERIENCE FOR OUR CUSTOMERS' CUSTOMERS	US	1A- Live	09/05/2020	90161950	05/18/2021	6352839	L. & R. DISTRIBUTORS, INC.
LR FULFILLMENT SERVICES	US	1A- Live	09/05/2020	90161247	05/11/2021	6346089	L. & R. DISTRIBUTORS, INC.
LR FULFILLMENT SERVICES	US	1A- Live	09/05/2020	90161237	05/11/2021	6346087	L. & R. DISTRIBUTORS, INC.
LR MERCHANDISING SERVICES	US	1A- Live	09/05/2020	90161219	05/11/2021	6346082	L. & R. DISTRIBUTORS, INC.
LR MERCHANDISING	US	1A- Live	09/04/2020	90161203	05/11/2021	6346081	L. & R. DISTRIBUTORS, INC.
LR LOGISTICAL SOLUTIONS	US	1A- Live	09/04/2020	90161194	05/11/2021	6346079	L. & R. DISTRIBUTORS, INC.
LR LOGISTICS	US	1A- Live	09/04/2020	90161171	05/11/2021	6346073	L. & R. DISTRIBUTORS, INC.
SELECT BRAND	US	1A- Live	06/10/2016	87068060	03/21/2017	5164455	L. & R. DISTRIBUTORS, INC.
LR U.S.E.FUL	US	1A- Live	04/21/2016	87009706	11/29/2016	5090875	L. & R. DISTRIBUTORS, INC.
LR DISTRIBUTION. MERCHANDISING. ANALYTICS. REDEFINED.	US	1A- Live	04/21/2016	87009673	10/25/2016	5117976	L. & R. DISTRIBUTORS, INC.

LR	US	1A-Live	04/21/2016	87009646	01/03/2017	5113034	L. & R. DISTRIBUTORS, INC.
THE LOWER PRICE NAME BRAND	US	1A-Live	05/05/2005	78624338	11/14/2006	3170788	L. & R. DISTRIBUTORS, INC.
SELECT BRAND	US	1A-Live	08/23/2002	78157503	02/24/2004	2817074	L. & R. DISTRIBUTORS, INC.
SELECT BRAND	US	1A-Live	01/23/1966	75047191	05/20/1997	2062824	L. & R. DISTRIBUTORS, INC.
SELECT BRAD	US	1A-Live	08/03/1994	74556954	10/01/1995	2004845	L. & R. DISTRIBUTORS, INC.
SELECT BRAND	US	1A-Live	01/23/1996	75047710	03/11/1997	2043198	L. & R. DISTRIBUTORS, INC.
SELECT BRAND	US	1A-Live	01/23/1996	75047199	09/24/1996	2003314	L. & R. DISTRIBUTORS, INC.
SELECT BRAND	US	1A-Live	01/23/1996	75047192	01/27/1998	2133136	L. & R. DISTRIBUTORS, INC.
SELECT BRAND THE LOWER PRICE NAME BRAND	US	1A-Live	12/13/1989	74010475	04/14/1992	1682571	L. & R. DISTRIBUTORS, INC.
MOONLIGHT BEACH BATH CO. & Design	US	1A-Live	12/02/2021	97153716			L. & R. DISTRIBUTORS, INC.
HARPER & FRIENDS Design	US	1A-Live	12/02/2021	97150702			L. & R. DISTRIBUTORS, INC.
SJ NATURALS	US	1A-Live	06/28/2021	90798631			L. & R. DISTRIBUTORS, INC.
BEAUTY UNTOUCHED	US	1A-Live	06/28/2021	90799627			L. & R. DISTRIBUTORS, INC.
ENCINITAS BATH & BODY CO.	US	1A-Live	06/25/2021	90795149			L. & R. DISTRIBUTORS, INC.
SJ CLINICALS	US	1A-Live	06/24/2021	90792716			L. & R. DISTRIBUTORS, INC.
MANLORE	US	1A-Live	06/22/2021	90788905			L. & R. DISTRIBUTORS, INC.
HARPER & FRIENDS	US	1A-Live	06/21/2021	90786235			L. & R. DISTRIBUTORS, INC.

HARPER & FRIENDS	US	1A-Live	06/18/2021	90781446			L. & R. DISTRIBUTORS, INC.
LEUCADIA BATH CO.	US	1A-Live	06/17/2021	90779438			L. & R. DISTRIBUTORS, INC.
SJ SPA	US	1A-Live	04/25/2021	85607858	4263833	12/25/2012	L. & R. DISTRIBUTORS, INC.
SPENSER & JENSEN	US	1A-Live	02/27/2006	78824603	3193560	01/02/2007	L. & R. DISTRIBUTORS, INC.
SJ CREATIONS	US	1A-Live	01/09/2004	78350196	2979734	07/26/2005	L. & R. DISTRIBUTORS, INC.