

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730188

<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>
Handi Quilter, Inc.		05/25/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apogem Capital LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90799115	PRO-STITCHER CATALOG	
<b>Serial Number:</b>	90798992	PRO-STITCHER DESIGNER	
<b>Registration Number:</b>	6328939	MOXIE	
<b>Registration Number:</b>	6328938	HQ LOFT	
<b>Registration Number:</b>	6327493	HQ INSIGHT	
<b>Registration Number:</b>	5868872	QUILTER'S CHOICE	
<b>Registration Number:</b>	5554883	STEADY-FIT	
<b>Registration Number:</b>	5530304	CLEARVIEW	
<b>Registration Number:</b>	5530303	QUILTMASTER	
<b>Registration Number:</b>	5530302	HQ FORTE	
<b>Registration Number:</b>	5530301	HQ FORTE	
<b>Registration Number:</b>	5530300	HQ AMARA	
<b>Registration Number:</b>	5530299	HQ AMARA	
<b>Registration Number:</b>	5519326	PRO-STITCHER	
<b>Registration Number:</b>	5471808	DUOLOAD	
<b>Registration Number:</b>	5400217	QUILTER'S CHOICE	
<b>Registration Number:</b>	5391958	DESIGNED BY A QUILTER, FOR QUILTERS.	
<b>Registration Number:</b>	5316385	HANDI QUILTER	
<b>Registration Number:</b>	5060629	SIMPLY SIXTEEN	

OP \$915.00 90799115

Property Type	Number	Word Mark
Registration Number:	3976892	HANDI QUILTER
Registration Number:	3976891	HANDI QUILTER
Registration Number:	3976889	HANDI QUILTER
Registration Number:	3976890	HANDI QUILTER
Registration Number:	3980604	HANDI QUILTER
Registration Number:	3980603	HANDI QUILTER
Registration Number:	3980602	HANDI QUILTER
Registration Number:	3919841	QUILTER'S ACADEMY
Registration Number:	3942426	HANDI QUILTER
Registration Number:	3942425	HANDI QUILTER
Registration Number:	4314602	TRUSTITCH
Registration Number:	4314601	TRUSTITCH
Registration Number:	4167083	HQ SWEET SIXTEEN
Registration Number:	3270574	DESIGNED BY A QUILTER FOR QUILTERS
Registration Number:	3280864	HANDI GADGETS
Registration Number:	2920821	HQ SIXTEEN
Registration Number:	3538211	HQ PRO-STITCHER

**CORRESPONDENCE DATA**

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: 4975.429

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/25/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2022, by HANDI QUILTER, INC., a Delaware corporation ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, BRANFORD HQ PURCHASER, LLC, a Delaware limited liability company, Agent and the financial institutions ("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 Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by 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. COLLATERAL 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 Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

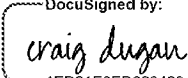
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HANDI QUILTER, INC.

By:   
Name: Mark D. Hyland  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,  
as Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Craig Dugan  
Title: Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
PRO-STITCHER CATALOG	90799115	Pending – Application filed 06/28/21	N/A	N/A
PRO-STITCHER DESIGNER	90798992	Pending – Application filed 06/28/21	N/A	N/A
MOXIE	90264331	Registered	6328939	04/20/21
HQ LOFT	90264212	Registered	6328938	04/20/21
HQ INSIGHT	90142092	Registered	6327493	04/20/21
QUILTER'S CHOICE	87489374	Registered	5868872	09/24/19
STEADY-FIT	87772980	Registered	5554883	09/04/18
CLEARVIEW	87772968	Registered	5530304	07/31/18
QUILTMASTER	87772964	Registered	5530303	07/31/18
HQ FORTE	87772945	Registered	5530302	07/31/18
HQ FORTE	87772939	Registered	5530301	07/31/18
HQ AMARA	87772934	Registered	5530300	07/31/18
HQ AMARA	87772927	Registered	5530299	07/31/18
PRO-STITCHER	87723405	Registered	5519326	07/17/18
DUOLOAD	87772972	Registered	5471808	05/15/18
QUILTER'S CHOICE	87489334	Registered	5400217	02/13/18
DESIGNED BY A QUILTER, FOR QUILTERS.	87539492	Registered	5391958	01/30/18
HANDI QUILTER	87398152	Registered	5316385	10/24/17
SIMPLY SIXTEEN	86703805	Registered	5060629	10/11/16
HANDI QUILTER	85078874	Registered	3976892	06/14/11
HANDI QUILTER	85078781	Registered	3976891	06/14/11
HANDI QUILTER	85078727	Registered	3976889	06/14/11
HANDI QUILTER	85078736	Registered	3976890	06/14/11
HANDI QUILTER	85078803	Registered	3980604	06/21/11
HANDI QUILTER	85078797	Registered	3980603	06/21/11

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
HANDI QUILTER	85078790	Registered	3980602	06/21/11
QUILTER'S ACADEMY	85078825	Registered	3919841	02/15/11
HANDI QUILTER	85078769	Registered	3942426	04/05/11
HANDI QUILTER	85078748	Registered	3942425	04/05/11
TRUSTITCH	85583919	Registered	4314602	04/02/13
TRUSTITCH	85583886	Registered	4314601	04/02/13
HQ SWEET SIXTEEN	85442280	Registered	4167083	04/03/12
DESIGNED BY A QUILTER FOR QUILTERS	78860733	Registered	3270574	07/24/07
HANDI GADGETS	78793195	Registered	3280864	08/14/07
HQ SIXTEEN	78352545	Registered	2920821	01/25/05
HQ PRO-STITCHER	77278932	Registered	3538211	11/25/08