

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Town & Country Linen Corp.		08/31/2022	Corporation: NEW YORK
Home Dynamix, LLC		08/31/2022	Limited Liability Company: NEW JERSEY
MAGNOLIA BROOK LLC		08/31/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 East 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 62			
Property Type	Number	Word Mark	
Registration Number:	2021119	TOWN & COUNTRY LIVING	
Registration Number:	4155878	HOOK & HOLD	
Registration Number:	4189020	TOWN & COUNTRY LIVING	
Registration Number:	5105209	AIRIA LIVING	
Registration Number:	5949265	AIRIA LUXURY	
Registration Number:	4932131	TOWN & COUNTRY LIVING	
Registration Number:	4831235	TOWN & COUNTRY LIVING	
Registration Number:	4908072	SNUGGLEZZZ	
Registration Number:	5120911	TRIV-MITT	
Registration Number:	5120920	TRIV-MITT	
Registration Number:	2907591	THE CHEF'S PANTRY	
Registration Number:	5612410	EASY-FLEX RINGS	
Registration Number:	5782987	NEVER FALL	
Registration Number:	5920400	GLIDE ENHANCEMENT TECHNOLOGY	
Registration Number:	2400934	SOHOME	
Registration Number:	3252516	WOVEN DYNAMIX	

OP \$1565.00 2021119

Property Type	Number	Word Mark
Registration Number:	4013831	COMFORT PRO MAT
Registration Number:	4162276	CALM CHEF
Registration Number:	4162275	COMFY POOCH
Registration Number:	4162277	PREMIER KITCHEN
Registration Number:	6583353	COOK N' COMFORT
Registration Number:	4544354	CLOUDWALK
Registration Number:	2556469	HOME DYNAMIX
Registration Number:	4609133	JILL MORGAN
Registration Number:	4896203	AIR-FLO
Registration Number:	4929112	MODENA
Registration Number:	4957347	COMFY KITTY
Registration Number:	4966383	SLEEPOSOPHY
Registration Number:	4975131	SUPER SPONGE BATH MAT
Registration Number:	4966418	POLAR EXPRESSIONS
Registration Number:	5162111	BRUSH STROKE
Registration Number:	5346819	MICROBAMBOO
Registration Number:	5134616	LAURA HILL
Registration Number:	5079679	WHISK
Registration Number:	5079756	JILL MORGAN
Registration Number:	5297254	JAMIE LYNN
Registration Number:	5143291	CASUAL ELEGANCE
Registration Number:	5143292	SOHOME
Registration Number:	5143294	LAURA HILL
Registration Number:	5297792	SOFT STEP CHEF MAT
Registration Number:	5385398	HOME DYNAMIX. DESIGNED WITH YOU IN MIND
Registration Number:	5514610	KIDS IMAGE
Registration Number:	5481947	SCENTSATIONS
Registration Number:	5586121	FEEL-AT-EASE
Registration Number:	5586123	CALM STEP
Registration Number:	5586126	SPA RETREAT
Registration Number:	5494061	ULTIMATE LUXURY
Registration Number:	5667186	MICRO PLUSH
Registration Number:	5667185	SMART DRY
Registration Number:	5704245	THERMA FLANNEL
Registration Number:	5544104	SOHOME MARKET
Registration Number:	6317363	COPPERSPA
Registration Number:	6583354	GENTLE STEP
Registration Number:	6450147	SOHOME

Property Type	Number	Word Mark
Registration Number:	6088317	ADAPTIVAIR MESH
Registration Number:	6071220	CULINARY CLASSICS BY TOWN & COUNTRY LIVI
Registration Number:	6816043	EVERWASH
Serial Number:	90807721	EXCLUSIVE HOME
Serial Number:	90807756	EXCLUSIVE HOME
Registration Number:	4554297	HOME DYNAMIX
Registration Number:	5143313	MICRO LUSH
Serial Number:	97269305	EVERLOOM EVERLOOM RUGS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Results-UCCTeam6@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125 #88541512

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	09/01/2022

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, this “IP Security Agreement”) dated as of August 31, 2022 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Wells Fargo Bank, National Association, as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

Introductory Statement

WHEREAS, pursuant to the Credit Agreement dated as of August 31, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among Town & Country Holdings, Inc., a Delaware corporation, the other Loan Parties from time to time party thereto and the Agent (for the benefit of the Secured Parties), the Lenders have agreed to make Revolving Loans to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of August 31, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and collaterally assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “IP Collateral”):

(a) all of its Trademarks, including those material United States federal Trademark applications and registrations referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark

application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of each Grantor with respect to the Liens and security interests in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this IP Security Agreement *mutatis mutandis* as if fully

set forth herein. This IP Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.


TOWN & COUNTRY LINEN CORP., as a Grantor

By: 
Name: Jason Katz
Title: President and Chief Executive Officer

HOME DYNAMIX, LLC, as a Grantor

By: 
Name: Jason Katz
Title: President and Chief Executive Officer

MAGNOLIA BROOK LLC, as a Grantor

By: 
Name: Jason Katz
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007818 FRAME: 0965

SCHEDULE 1
TO
IP SECURITY AGREEMENT

1. U.S. FEDERAL REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	12/3/1996	2,021,119	United States of America
HOOK & HOLD	Town & Country Linen Corp.	6/5/2012	4,155,878	United States of America
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	8/14/2012	4,189,020	United States of America
AIRIA LIVING	Town & Country Linen Corp.	12/20/2016	5,105,209	United States of America
AIRIA LUXURY	Town & Country Linen Corp.	12/31/2019	5,949,265	United States of America
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	4/5/2016	4,932,131	United States of America
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	10/13/2015	4,831,235	United States of America
snuggleZzz	Town & Country Linen Corp.	3/1/2016	4,908,072	United States of America
TRIV-MITT	Town & Country Linen Corp.	1/10/2017	5,120,911	United States of America
TRIV-MITT	Town & Country Linen Corp.	1/10/2017	5,120,920	United States of America
THE CHEF'S PANTRY	Town & Country Linen Corp.	12/7/2004	2,907,591	United States of America

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
EASY-FLEX RINGS	Town & Country Linen Corp.	11/20/2018	5612410	United States of America
NEVER FALL	Town & Country Linen Corp.	06/18/2019	5782987	United States of America
GLIDE ENHANCEMENT TECHNOLOGY	Town & Country Linen Corp.	11/26/2019	5920400	United States of America
SOHOME	Home Dynamix, LLC	10/31/00	2400934	United States of America
WOVEN DYNAMIX	Home Dynamix, LLC	6/12/07	3252516	United States of America
COMFORT PRO MAT	Home Dynamix, LLC	8/16/11	4013831	United States of America
CALM CHEF	Home Dynamix, LLC	6/19/12	4162276	United States of America
COMFY POOCH	Home Dynamix, LLC	6/19/12	4162275	United States of America
PREMIER KITCHEN	Home Dynamix, LLC	6/19/12	4162277	United States of America
COOK N COMFORT	Home Dynamix, LLC	12/07/2021	6583353	United States of America
CLOUDWALK	Home Dynamix, LLC	6/3/14	4544354	United States of America
HOME DYNAMIX (LOGO)	Home Dynamix, LLC	4/2/2002	2556469	United States of America
JILL MORGAN	Home Dynamix, LLC	9/23/14	4609133	United States of America
AIR-FLO	Home Dynamix, LLC	2/2/16	4896203	United States of America

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
MODENA	Home Dynamix, LLC	3/29/16	4929112	United States of America
COMFY KITTY	Home Dynamix, LLC	5/10/16	4957347	United States of America
SLEEPOSOPHY	Home Dynamix, LLC	5/24/16	4966383	United States of America
SUPER SPONGE BATH MAT	Home Dynamix, LLC	6/7/16	4975131	United States of America
POLAR EXPRESSIONS	Home Dynamix, LLC	5/24/16	4966418	United States of America
BRUSH STROKE	Home Dynamix, LLC	3/14/17	5162111	United States of America
MICROBAMBOO	Home Dynamix, LLC	11/28/17	5346819	United States of America
LAURA HILL	Home Dynamix, LLC	1/31/17	5134616	United States of America
WHISK	Home Dynamix, LLC	11/8/16	5079679	United States of America
JILL MORGAN	Home Dynamix, LLC	11/11/16	5079756	United States of America
JAMIE LYNN	Home Dynamix, LLC	9/26/17	5297254	United States of America
CASUAL ELEGANCE	Home Dynamix, LLC	2/14/17	5143291	United States of America
SOHOME	Home Dynamix, LLC	2/14/17	5143292	United States of America
LAURA HILL	Home Dynamix, LLC	2/14/17	5143294	United States of America
SOFT STEP CHEF MAT	Home Dynamix, LLC	9/26/17	5297792	United States of America

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
HOME DYNAMIX. DESIGNED WITH YOU IN MIND	Home Dynamix, LLC	1/23/18	5385398	United States of America
KIDS IMAGE	Home Dynamix, LLC	7/10/2018	5514610	United States of America
SCENTSATIONS	Home Dynamix, LLC	5/29/2018	5481947	United States of America
FEEL-AT-EASE	Home Dynamix, LLC	10/16/2018	5586121	United States of America
CALM STEP	Home Dynamix, LLC	10/16/2018	5586123	United States of America
SPA RETREAT	Home Dynamix, LLC	10/16/2018	5586126	United States of America
ULTIMATE LUXURY	Home Dynamix, LLC	06/12/2018	5494061	United States of America
MICRO PLUSH	Home Dynamix, LLC	01/29/2019	5667186	United States of America
SMART DRY	Home Dynamix, LLC	01/29/2019	5667185	United States of America
THERMA FLANNEL	Home Dynamix, LLC	03/19/2019	5704245	United States of America
SOHOME MARKET	Magnolia Brook LLC	08/21/2018	5544104	United States of America
COPPERSPA	Town & Country Linen Corp.	04/06/2021	6317363	United States of America
GENTLE STEP	Home Dynamix, LLC	12/07/2021	6583354	United States of America
SOHOME	Home Dynamix, LLC	08/10/2021	6450147	United States of America

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
ADAPTIVAIR MESH	Town & Country Linen Corp.	06/30/2020	6088317	United States of America
COPPERSPA	Town & Country Linen Corp.	04/06/2021	6317363	United States of America
CULINARY CLASSICS BY TOWN & COUNTRY LIVING	Town & Country Linen Corp.	06/02/2020	6071220	United States of America
EVERWASH	Home Dynamix, LLC	08/09/2022	6816043	United States of America
EXCLUSIVE HOME	Town & Country Linen Corp.	7/1/2021	90807721	United States of America
EXCLUSIVE HOME	Town & Country Linen Corp.	7/1/2021	90807756	United States of America
HOME DYNAMIX and Design	Home Dynamix, LLC	06/24/2014	4554297	United States of America
MICRO LUSH	Home Dynamix, LLC	02/14/2017	5143313	United States of America

2. U.S. FEDERAL TRADEMARK APPLICATIONS

<u>MARK</u>	<u>OWNER</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>
EVERLOOM EVERLOOM RUGS	Home Dynamix, LLC	02/16/2022	97269305