

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIANGLE HOME FASHIONS, LLC		08/19/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3632585	EXPRESS	
Registration Number:	3738918	LUSH DÉCOR	
Registration Number:	3858044	ESSENTIAL LIVING	
Registration Number:	3999968	HOMEBOUTIQUE	
Registration Number:	4156790	STUDIO J	
Registration Number:	4257213	L' AMOUR ETERNEL	
Registration Number:	5036497	DREAM SAVER	
Registration Number:	5179698	HELLO SPUD	
Registration Number:	5369664	PEANUT BUTTER & JELLY	
Registration Number:	5369942	PB&J	
Registration Number:	5920504	FAVORITE LITTLE ROOM	
Registration Number:	6664384	THE MOUNTAIN HOME	
Serial Number:	88591304	SUNGUARD	
Serial Number:	97174757	LD LUSH DÉCOR	
Serial Number:	97316170	VINTAGE CHIC	
CORRESPONDENCE DATA			
Fax Number:	4048817777		

CH \$390.00 3632585

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: 4048814458
Email: elissa.hart@alston.com
Correspondent Name: Alston & Bird, Attn: Elissa Hart
Address Line 1: 1201 W. Peachtree St.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	582079
NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	08/22/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 19, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among TRIANGLE HOME FASHIONS INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, as holdings (“Holdings”), TRIANGLE HOME FASHIONS, LLC, a Delaware limited liability company, as the borrower (the “Borrower”), the other persons party thereto that are designated as a Loan Party (as defined in the Credit Agreement), the Lenders (as defined in the Credit Agreement) from time to time party thereto, the Administrative Agent and CITY NATIONAL BANK, as Revolving Agent for such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark 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 mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 (excluding, in any event, Excluded Property, the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those Trademarks 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, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

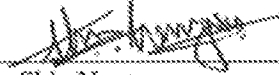
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (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).

[SIGNATURE PAGES FOLLOW]

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.

**TRIANGLE HOME FASHIONS, LLC, as
Grantor**

By: 
Name: Shiv Narayan
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written

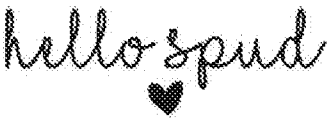
FORTRESS CREDIT CORP.,
as Administrative Agent


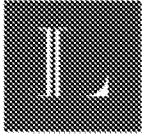
By: _____
Name: Constantine M. Dakolias
Title: Managing Partner

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007828 FRAME: 0473

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
EXPRESS	United States	RN: 3632585 SN: 77410425	Feb. 29, 2008	Jun. 2, 2009	Triangle Home Fashions LLC, Formerly Triangle Home Fashions LLC (Delaware LLC)
LUSH DÉCOR	United States	RN: 3738918 SN: 77639530	Dec. 23, 2008	Jan. 19, 2010	Triangle Home Fashions, LLC (New Jersey LLC)*
ESSENTIAL LIVING	United States	RN: 3858044 SN: 77809694	Aug. 21, 2009	Oct. 5, 2010	Triangle Home Fashions, LLC (New Jersey LLC)*
HOMEBOUIQUE	United States	RN: 3999968 SN: 85118049	Aug. 28, 2010	Jul. 19, 2011	Triangle Home Fashions, LLC (Delaware LLC)
STUDIO J	United States	RN: 4156790 SN: 85344020	Jun. 12, 2011	Jun. 12, 2012	Triangle Home Fashions, LLC (New Jersey LLC)*
L' AMOUR ETERNEL	United States	RN: 4257213 SN: 85604673	Apr. 22, 2012	Dec. 11, 2012	Triangle Home Fashions, LLC (New Jersey LLC)*
DREAM SAVER	United States	RN: 5036497 SN: 86897110	Feb. 4, 2016	Sep. 6, 2016	Triangle Home Fashions, LLC (Delaware LLC)
HELLO SPUD <i>and Design</i> 	United States	RN: 5179698 SN: 87052640	May 27, 2016	Apr. 11, 2017	Triangle Home Fashions, LLC (Delaware LLC)
PEANUT BUTTER & JELLY	United States	RN: 5369664 SN: 87476351	Jun. 6, 2017	Jan. 2, 2018	Triangle Home Fashions, LLC (New Jersey LLC)*
PB&J	United States	RN: 5369942 SN: 87479901	Jun. 8, 2017	Jan. 2, 2018	Triangle Home Fashions, LLC (New Jersey LLC)*
FAVORITE LITTLE ROOM	United States	RN: 5920504 SN: 88434323	May 16, 2019	Nov. 26, 2019	Triangle Home Fashions, LLC (Delaware LLC)

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
THE MOUNTAIN HOME <i>and Design</i>  THE MOUNTAIN HOME	United States	RN: 6664384 SN: 90611550	Mar. 30, 2021	Mar. 8, 2022	Triangle Home Fashions, LLC (New Jersey LLC)^
SUNGUARD	United States	RN: n/a SN: 88591304	Aug. 23, 2019	n/a	Triangle Home Fashions, LLC (Delaware LLC)
LUSH DÉCOR	United States	RN: n/a SN: 97136351#	Nov. 22, 2021	n/a	Triangle Home Fashions, LLC (Delaware LLC)
LD LUSH DÉCOR <i>and Design</i>  LUSH DÉCOR	United States	RN: n/a SN: 97174757	Dec. 16, 2021	n/a	Triangle Home Fashions, LLC (Delaware LLC)
VINTAGE CHIC	United States	RN: n/a SN: 97316170	Mar. 16, 2022	n/a	Triangle Home Fashions, LLC (Delaware LLC)

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