

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758705

<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>
NEW VIEW GIFTS & ACCESSORIES, LTD.		09/30/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	125 High St., 11th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4514456	SHORTCUTS	
<b>Registration Number:</b>	4536150	STORY LOCKETS	
<b>Serial Number:</b>	87409987	HAVEN HOME DECOR LIVE WITH WHAT YOU LOVE	
<b>Serial Number:</b>	87409955	HAVEN HOME DECOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	717 TEXAS AVENUE, SUITE 1400		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	155656-01049		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		
<b>SIGNATURE:</b>	/Kareem Ansley/		
<b>DATE SIGNED:</b>	10/01/2022		
<b>Total Attachments: 5</b>			
source=Amendment 3 - First Amendment to Trademark Security Agreement (Wells-New View Gifts)			

CH \$115.00 4514456

EXECUTED(129671476.1)#page1.tif

source=Amendment 3 - First Amendment to Trademark Security Agreement (Wells-New View Gifts)

EXECUTED(129671476.1)#page2.tif

source=Amendment 3 - First Amendment to Trademark Security Agreement (Wells-New View Gifts)

EXECUTED(129671476.1)#page3.tif

source=Amendment 3 - First Amendment to Trademark Security Agreement (Wells-New View Gifts)

EXECUTED(129671476.1)#page4.tif

source=Amendment 3 - First Amendment to Trademark Security Agreement (Wells-New View Gifts)

EXECUTED(129671476.1)#page5.tif

**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 30<sup>th</sup> day of September, 2022, by and among the Grantor listed on the signature page hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of September 7, 2018 (as amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among NEW VIEW GIFTS & ACCESSORIES, LTD., a Pennsylvania corporation ("New View Gifts", together with those additional entities that thereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the other Loan Parties thereto, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make loans and provide certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 7, 2018 (including all annexes, exhibits, or schedules thereto, as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto, and Agent; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent that certain Trademark Security Agreement, dated as of September 7, 2018 (the "Existing Trademark Security Agreement"), by and between Grantor and Agent, pursuant to which Grantor granted to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, a security interest and first priority lien upon the Trademark Collateral (as defined in the Existing Trademark Security Agreement); and

WHEREAS, the Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 7, 2018, at Reel/Frame 6458/0642; and

WHEREAS, the parties hereto desire to amend the Existing Trademark Security Agreement to (a) update, amend and modify the Trademark Collateral to include all of the Trademarks set forth on Exhibit A attached hereto, including, without limitation, the new Trademarks acquired by Grantor since the date of the Existing Trademark Security Agreement (collectively, the "New Trademark Collateral"), and (b) ratify and confirm all other provisions of the Existing 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Existing Trademark Security Agreement and the Security Agreement or, if not defined therein, in the Credit Agreement, and this Amendment shall be subject to the

rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. DEFINITION OF TRADEMARK COLLATERAL. The definition of Trademark Collateral set forth in Section 2 of the Existing Trademark Security Agreement shall be deemed to include, without limitation, the New Trademark Collateral.

3. AMENDMENT. Effective as of the date hereof, Schedule 1 to the Existing Trademark Security Agreement is hereby amended to include the New Trademark Collateral listed on Schedule A attached hereto (in addition to the other Trademark Collateral described in Schedule 1 to the Existing Trademark Security Agreement).

4. COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

6. EFFECT OF THIS AMENDMENT. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written communications, memoranda, proposals, negotiations, discussions, term sheets and commitments with respect to the subject matter hereof. Except as expressly amended pursuant hereto, no other changes or modifications or waivers to the Existing Trademark Security Agreement are intended or implied, and in all other respects the Existing Trademark Security Agreement is hereby specifically ratified and confirmed by all parties hereto as of the effective date hereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**NEW VIEW GIFTS & ACCESSORIES, LTD.,** a  
Pennsylvania corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Name: Stephen J. Bucher]*  
*[Handwritten Title: CEO]*

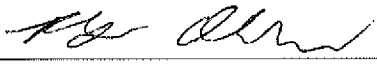
*[Signature Page to First Amendment to Trademark Security Agreement]*

[signatures continued from previous page]

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:  \_\_\_\_\_

Name: Ryan Olsen

Title: Authorized Signatory

*[Signature Page to First Amendment to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007858 FRAME: 0790**

SCHEDULE A  
to  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application/Registration No.</u>	<u>Filing/Registration Date</u>
NEW VIEW GIFTS & ACCESSORIES, LTD.	HAVEN HOME DÉCOR LIVE WITH WHAT YOU LOVE (Stylized)	US	87/409,987	April 13, 2017
NEW VIEW GIFTS & ACCESSORIES, LTD.	HAVEN HOME DECOR	US	87/409,955	April 13, 2017
NEW VIEW GIFTS & ACCESSORIES, LTD.	PRINZ	China	1114586	Feb. 18, 2013
BLUE MOON ACQUISITION CORP.	SHORT CUTS	US	4514456	April 15, 2014
BLUE MOON ACQUISITION CORP.	STORY LOCKETS	US	4536150	May 27, 2014
BLUE MOON ACQUISITION CORP.	PRINZ	Vietnam	1114586	May 10, 2013