

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761049

<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>
GIBSON OVERSEAS, INC.		10/13/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, as AGENT		
<b>Street Address:</b>	1800 Century Park East		
<b>Internal Address:</b>	13TH FLOOR		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4801894	GIBSON CUISINE	
<b>Registration Number:</b>	5368354	GIBSON ELITE	
<b>Registration Number:</b>	3222422	GIBSON ELITE	
<b>Registration Number:</b>	6530971	GIBSON ELITE	
<b>Registration Number:</b>	5513858	GIBSON EVERYDAY	
<b>Registration Number:</b>	4183381	GIBSON HOME	
<b>Registration Number:</b>	6353132	GIBSON HOME	
<b>Registration Number:</b>	5664003	GIBSON HOME SINCE 1979	
<b>Registration Number:</b>	5049871	GIBSON LEGACY	
<b>Registration Number:</b>	4824741	GIBSON STUDIO	
<b>Registration Number:</b>	5828549	GIBSON ULTRA	
<b>Registration Number:</b>	6675214	GIBSON USA	
<b>Registration Number:</b>	5321105	GIBSONWARE	
<b>Registration Number:</b>	5689633	FRÖK	
<b>Registration Number:</b>	5898274	FROK	
<b>Registration Number:</b>	1736654	BASIC LIVING	
<b>Registration Number:</b>	2873740	GOURMET EXPRESSIONS	
<b>Registration Number:</b>	2999811	MERITAGE	

CH \$1415.00 4801894

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3898209	ELITE COUTURE
<b>Registration Number:</b>	4605126	LAURIE GATES
<b>Registration Number:</b>	4692127	SOHO LOUNGE
<b>Registration Number:</b>	4692131	DURALIVING
<b>Registration Number:</b>	4716459	ECO FRIENDLY HOME
<b>Registration Number:</b>	4789719	DURAPROOF
<b>Registration Number:</b>	5031883	TOSCA
<b>Registration Number:</b>	5036165	JUST DINE
<b>Registration Number:</b>	5040295	STUDIO CALIFORNIA
<b>Registration Number:</b>	5049646	SPILL RESISTANT THERMAFLOW
<b>Registration Number:</b>	5099128	SIMPLE HOMEMADE GOODNESS
<b>Registration Number:</b>	5223077	COLOR VIBES
<b>Registration Number:</b>	5223266	EVERYTHING BOWL
<b>Registration Number:</b>	5228191	PRIME GOURMET
<b>Registration Number:</b>	5228233	PRE-SEASONED PLUS
<b>Registration Number:</b>	5301613	TOSCA
<b>Registration Number:</b>	5329198	HYDRA SHIELD
<b>Registration Number:</b>	5469830	URBAN MARKET
<b>Registration Number:</b>	5486619	COOK-N-GO
<b>Registration Number:</b>	5492224	SOHO CAFÉ
<b>Registration Number:</b>	5513897	THE NEED COMPANY
<b>Registration Number:</b>	5574113	NEED USA
<b>Registration Number:</b>	5620523	URBAN LOFT
<b>Registration Number:</b>	5748047	G.LA STUDIO BY GIBSON
<b>Registration Number:</b>	5781739	ULTRA-DURA DINNERWARE
<b>Registration Number:</b>	5781769	ALL U NEED
<b>Registration Number:</b>	6042112	COUNTRY LOFT
<b>Registration Number:</b>	6184885	BACK TO BASIC
<b>Registration Number:</b>	6184887	BACK TO BASIC
<b>Registration Number:</b>	6298121	SOHO LOUNGE
<b>Registration Number:</b>	6353152	LAURIE GATES
<b>Serial Number:</b>	97017477	GIBSON SOHO LOUNGE
<b>Serial Number:</b>	97017450	GIBSON SOHO LOUNGE
<b>Serial Number:</b>	97301917	MODA FINA
<b>Serial Number:</b>	90156945	GIBSON ELITE
<b>Serial Number:</b>	90552359	ONE DISH
<b>Serial Number:</b>	97035976	BLOOMHOUSE
<b>Serial Number:</b>	97289913	ULTRA BY GIBSON

**CORRESPONDENCE DATA****Fax Number:** 6503201918*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:** 16503201818**Email:** dianabentz@paulhastings.com**Correspondent Name:** Diana Bentz**Address Line 1:** Paul Hastings LLP**Address Line 4:** Palo Alto, CALIFORNIA 94304**ATTORNEY DOCKET NUMBER:** 90031-00087**NAME OF SUBMITTER:** Diana Bentz**SIGNATURE:** /dbentz/**DATE SIGNED:** 10/13/2022**Total Attachments: 10**

source=WF\_Gibson - Trademark Security Agreement (Executed)#page1.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page2.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page3.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page4.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page5.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page6.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page7.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page8.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page9.tif  
source=WF\_Gibson - Trademark Security Agreement (Executed)#page10.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13<sup>th</sup> day of October, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “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”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 13, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Gibson Overseas, Inc., a California corporation (“Gibson Overseas”), the Subsidiaries of Gibson Overseas identified on the signature pages thereof as “Borrowers”, and those additional entities that hereafter 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 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 certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 13, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of 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 renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 is a Loan Document. This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

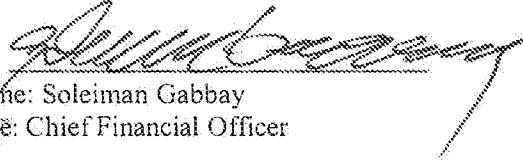
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

GIBSON OVERSEAS, INC.,  
a California corporation

By:   
Name: Soleiman Gabbay  
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 007867 FRAME: 0895

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

**GRANTOR:**

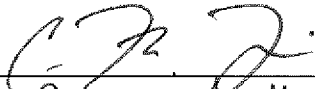
**GIBSON OVERSEAS, INC.**, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By:   
Name: Cameron Reed  
Its Authorized Signatory



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

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
Gibson Overseas, Inc.	USA	GIBSON CUISINE	4801894
Gibson Overseas, Inc.	USA	GIBSON ELITE	5368354
Gibson Overseas, Inc.	USA	GIBSON ELITE	3222422
Gibson Overseas, Inc.	USA	GIBSON ELITE	6530971
Gibson Overseas, Inc.	USA	GIBSON EVERYDAY	5513858
Gibson Overseas, Inc.	USA	GIBSON HOME	4183381
Gibson Overseas, Inc.	USA	GIBSON HOME	6353132
Gibson Overseas, Inc.	USA	GIBSON HOME SINCE 1979	5664003
Gibson Overseas, Inc.	USA	GIBSON LEGACY	5049871
Gibson Overseas, Inc.	USA	GIBSON STUDIO	4824741
Gibson Overseas, Inc.	USA	GIBSON ULTRA	5828549
Gibson Overseas, Inc.	USA	GIBSON USA	6675214
Gibson Overseas, Inc.	USA	GIBSONWARE	5321105
Gibson Overseas, Inc.	USA	FRÖK	5689633
Gibson Overseas, Inc.	USA	FROK	5898274
Gibson Overseas, Inc.	USA	BASIC LIVING	1736654
Gibson Overseas, Inc.	USA	GOURMET EXPRESSIONS	2873740
Gibson Overseas, Inc.	USA	MERITAGE	2999811
Gibson Overseas, Inc.	USA	ELITE COUTURE	3898209
Gibson Overseas, Inc.	USA	LAURIE GATES	4605126

Gibson Overseas, Inc.	USA	SOHO LOUNGE	4692127
Gibson Overseas, Inc.	USA	DURALIVING	4692131
Gibson Overseas, Inc.	USA	ECO FRIENDLY HOME	4716459
Gibson Overseas, Inc.	USA	DURAPROOF	4789719
Gibson Overseas, Inc.	USA	TOSCA	5031883
Gibson Overseas, Inc.	USA	JUST DINE	5036165
Gibson Overseas, Inc.	USA	STUDIO CALIFORNIA	5040295
Gibson Overseas, Inc.	USA	SPILL RESISTANT THERMAFLOW	5049646
Gibson Overseas, Inc.	USA	SIMPLE HOMEMADE GOODNESS	5099128
Gibson Overseas, Inc.	USA	COLOR VIBES	5223077
Gibson Overseas, Inc.	USA	EVERYTHING BOWL	5223266
Gibson Overseas, Inc.	USA	PRIME GOURMET	5228191
Gibson Overseas, Inc.	USA	PRE-SEASONED PLUS	5228233
Gibson Overseas, Inc.	USA	TOSCA	5301613
Gibson Overseas, Inc.	USA	HYDRA SHIELD	5329198
Gibson Overseas, Inc.	USA	URBAN MARKET	5469830
Gibson Overseas, Inc.	USA	COOK-N-GO	5486619
Gibson Overseas, Inc.	USA	SOHO CAFÉ	5492224
Gibson Overseas, Inc.	USA	THE NEED COMPANY	5513897
Gibson Overseas, Inc.	USA	NEED USA	5574113
Gibson Overseas, Inc.	USA	URBAN LOFT	5620523
Gibson Overseas, Inc.	USA	G.LA STUDIO BY GIBSON	5748047
Gibson Overseas, Inc.	USA	ULTRA-DURA DINNERWARE	5781739
Gibson Overseas, Inc.	USA	ALL U NEED	5781769

Gibson Overseas, Inc.	USA	COUNTRY LOFT	6042112
Gibson Overseas, Inc.	USA	BACK TO BASIC	6184885
Gibson Overseas, Inc.	USA	BACK TO BASIC	6184887
Gibson Overseas, Inc.	USA	SOHO LOUNGE	6298121
Gibson Overseas, Inc.	USA	LAURIE GATES	6353152
Gibson Overseas, Inc.	USA	GIBSON SOHO LOUNGE	97017477
Gibson Overseas, Inc.	USA	GIBSON SOHO LOUNGE	97017450
Gibson Overseas, Inc.	USA	MODA FINA	97301917
Gibson Overseas, Inc.	USA	GIBSON ELITE	90156945
Gibson Overseas, Inc.	USA	ONE DISH	90552359
Gibson Overseas, Inc.	USA	BLOOMHOUSE	97035976
Gibson Overseas, Inc.	USA	ULTRA BY GIBSON	97289913
Gibson Overseas, Inc.	China	GIBSON ELITE	47663228
Gibson Overseas, Inc.	China	GIBSON HOME	36846331
Gibson Overseas, Inc.	China	GIBSON HOME	36846329
Gibson Overseas, Inc.	China	GIBSON HOME	18682636
Gibson Overseas, Inc.	China	GIBSON HOME	36846330
Gibson Overseas, Inc.	China	LAURIE GATES	23841256
Gibson Overseas, Inc.	China	GIBSON	28167122
Gibson Overseas, Inc.	China	GIBSON ELITE	12996856
Gibson Overseas, Inc.	China	G GIBSON HOME	12560544
Gibson Overseas, Inc.	Mexico	GIBSON HOMEWARES	2329838
Gibson Overseas, Inc.	Mexico	GIBSON HOMEWARES	2329839
Gibson Overseas, Inc.	Mexico	G GIBSON HOME	1304881
Gibson Overseas, Inc.	Mexico	G GIBSON HOME	1304600

Gibson Overseas, Inc.	Mexico	GOURMET EXPRESSIONS	1475900
Gibson Overseas, Inc.	Mexico	GIBSON ELITE	1471752
Gibson Overseas, Inc.	Mexico	MERITAGE	1642148
Gibson Overseas, Inc.	Mexico	MERITAGE	1642149
Gibson Overseas, Inc.	Mexico	WHITE ELEMENTS	1651652
Gibson Overseas, Inc.	Mexico	WHITE ELEMENTS	1651653
Gibson Overseas, Inc.	Mexico	LAURIE GATES	1614773
Gibson Overseas, Inc.	Mexico	GIBSON	378092
Gibson Overseas, Inc.	Mexico	GIBSON	444127
Gibson Overseas, Inc.	Mexico	GIBSON	1220994
Gibson Overseas, Inc.	Mexico	GOURMET EXPRESSIONS	2688804
Gibson Overseas, Inc.	Mexico	GOURMET EXPRESSIONS	2611748

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
Gibson Overseas, Inc.	Suit & Thai Productions, Inc.	USA	CHRISSY TEIGEN; CRAVINGS
Gibson Overseas, Inc.	Coca Cola	USA, Canada, Mexico	COCA COLA
Gibson Overseas, Inc.	Peanuts Worldwide LLC	USA, Canada	PEANUTS

Gibson Overseas, Inc.	Sunbeam Products, Inc.	USA, Canada, Latin America, Mexico	OSTER; SUNBEAM; MR. COFFEE; CROCK POT
Gibson Overseas, Inc.	Transform SR Brands Management, LLC	USA, Canada, Central & South America	KENMORE
Gibson Overseas, Inc.	Martha Stewart Living Omnimedia, Inc.	USA	MARTHA STEWART
Gibson Overseas, Inc.	SLT IP Holdings LP	USA	SUR LA TABLE; SUR LAR TABLE KITCHEN ESSENTIALS
Gibson Overseas, Inc.	IMG Worldwide, LLC	USA	GAP; GAP HOME; BABY GAP; GAP KIDS; GAP TEEN
Gibson Overseas, Inc.	Dashon Productions	USA	TIA MOWRY
Gibson Overseas, Inc.	Horizon Brands Partners LLC	USA	WANDA JUNE HOME BY MIRANDA LAMBERT
Gibson Overseas, Inc.	Binge Entertainment LLC	USA	BABISH; BINGING WITH BABISH; BASICS WITH BABISH; BEING WITH BABISH
Gibson Overseas, Inc.	Pioneer Woman, LLC	USA	THE PIONEER WOMAN; THE PIONEER WOMAN COOKS; REE DRUMMOND