

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768742

<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>
MerchSource, LLC		03/01/2017	Limited Liability Company: DELAWARE
Cohesion Products, LLC		03/01/2017	Limited Liability Company: DELAWARE
ThreeSixty Brands Group LLC		03/01/2017	Limited Liability Company: HONG KONG
ThreeSixty Sourcing Limited		03/01/2017	Limited Corporation: HONG KONG
Cohesion Products Limited		03/01/2017	Limited Corporation: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	1800 Century Park East		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4649539	SHARPER IMAGE	
<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>Phone:</b>	3128637141		
<b>Email:</b>	kristen.lange@goldbergekohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1989.649		

OP \$40.00 4649539

<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	11/18/2022
<b>Total Attachments: 11</b> source=Trademark Security Agreement (360)#page1.tif source=Trademark Security Agreement (360)#page2.tif source=Trademark Security Agreement (360)#page3.tif source=Trademark Security Agreement (360)#page4.tif source=Trademark Security Agreement (360)#page5.tif source=Trademark Security Agreement (360)#page6.tif source=Trademark Security Agreement (360)#page7.tif source=Trademark Security Agreement (360)#page8.tif source=Trademark Security Agreement (360)#page9.tif source=Trademark Security Agreement (360)#page10.tif source=Trademark Security Agreement (360)#page11.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2017, 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, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent ("Wells Fargo"), (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 360 HOLDINGS III CORP., a Delaware corporation ("Topco Borrower"), MERCHSOURCE, LLC, a Delaware limited liability company ("MerchSource"), COHESION PRODUCTS, LLC, a Delaware limited liability company ("Cohesion US") (Topco Borrower, MerchSource and Cohesion US are sometimes referred to herein collectively as "US Borrowers" and individually as a "US Borrower"), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability ("ThreeSixty"), COHESION PRODUCTS LIMITED, a company incorporated in Hong Kong with limited liability ("Cohesion HK") (ThreeSixty and Cohesion HK are sometimes referred to herein collectively as the "HK Borrowers" and individually as a "HK Borrower"; and US Borrowers and HK Borrowers are sometimes referred to herein collectively as "Borrowers" and individually as a "Borrower") and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, 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 each Borrower; and

C. 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 Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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 Agent for the benefit of the Secured Parties, and grants

to 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 “Trademark Collateral”):

(a) all of its Trademarks and all Material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, other than any Excluded Property;

(b) all renewals, reversions 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

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 Trademarks and Material IP Licenses subject to a security interest hereunder.

Section 5. 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

MERCHSOURCE, LLC

as Grantor

By: 

Name: Adam Gromfin

Title: Vice President

COHESION PRODUCTS, LLC

as Grantor

By: 

Name: Adam Gromfin

Title: President

THREESIXTY BRANDS GROUP LLC


as Grantor

By: 

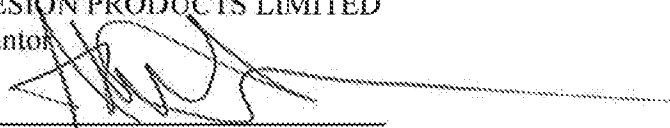
Name: Adam Gromfin

Title: Vice President

THREESIXTY SOURCING LIMITED  
as Grantor

By:   
Name: Adam Gromfin  
Title: Director

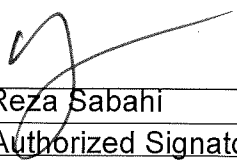
COHESION PRODUCTS LIMITED  
as Grantor

By:   
Name: Adam Gromfin  
Title: Director

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, N.A.  
as Agent

By:

  
Name: Reza Sabahi  
Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement – ABL]*

**TRADEMARK**  
**REEL: 007898 FRAME: 0423**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Cohesion Design	US	Trademark	3,875,309	Registered	Cohesion Products Limited
THREESIXTY SOURCING	US	Trademark	3,101,168	Registered	ThreeSixty Sourcing Ltd.
THREESIXTY SOURCING	US	Trademark	3,397,912	Registered	ThreeSixty Sourcing Ltd.
HOMESPACE SOLUTIONS	US	Trademark	4,732,153	Registered	Cohesion Products, LLC
Teach and Talk	US	Trademark	3,827,084	Registered	MerchSource, LLC
Cohesion Products	US	Trademark	3,871,877	Registered	Cohesion Products Limited
TREEHAUS WOOD SHOPPE & design	US	Trademark	4,049,294	Registered	MerchSource, LLC
Pet's Pad	US	Trademark	4,075,973	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE Logo	US	Trademark	4,108,301	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE Logo	US	Trademark	4,147,732	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE	US	Trademark	4,148,847	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE	US	Trademark	4,200,911	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE	US	Trademark	4,283,520	Registered	MerchSource, LLC
TREEHAUS Logo	US	Trademark	4,311,678	Registered	MerchSource, LLC
Treehaus	US	Trademark	4,363,166	Registered	MerchSource, LLC
SHOP-AROUND	US	Trademark	3,510,122	Registered	ThreeSixty Sourcing Ltd.
Gourmet Traditions	US	Trademark	2,653,156	Registered	MerchSource, LLC
MerchSource	US	Trademark	3,232,652	Registered	MerchSource, LLC
Blue Hat	US	Trademark	3,473,563	Registered	MerchSource, LLC
BLUE HAT TOY COMPANY	US	Trademark	3,474,154	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	3,493,282	Registered	MerchSource, LLC



Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
SHIFT3	US	Trademark	3,541,665	Registered	MerchSource, LLC
Shift3	US	Trademark	3,587,092	Registered	MerchSource, LLC
Little Shots	US	Trademark	3,590,091	Cancelled 10/23/15	MerchSource, LLC
Sarah Peyton	US	Trademark	3,603,089	Registered	MerchSource, LLC
Fun 2 Save	US	Trademark	3,644,843	Registered	MerchSource, LLC
Sarah Peyton & Logo	US	Trademark	3,732,533	Registered	MerchSource, LLC
Little Tunes Word Mark	US	Trademark	3,740,746	Registered	MerchSource, LLC
SARAH PEYTON	US	Trademark	4,004,868	Registered	MerchSource, LLC
Vengeance Word Mark	US	Trademark	3,759,005	Registered	MerchSource, LLC
The Black Series	US	Trademark	3,779,334	Registered	MerchSource, LLC
Symbol Logo	US	Trademark	3,786,376	Registered	MerchSource, LLC
Lookbook	US	Trademark	3,858,326	Registered	MerchSource, LLC
Cohesion	US	Trademark	3,871,876	Registered	Cohesion Products Limited
Literati	US	Trademark	3,881,569	Registered	MerchSource, LLC
THUNDER TUMBLER	US	Trademark	3,889,022	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	3,962,777	Registered	MerchSource, LLC
Sarah Peyton & Logo	US	Trademark	3,962,778	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	3,962,887	Registered	MerchSource, LLC
Lightblast	US	Trademark	3,963,019	Registered	MerchSource, LLC
SHIFT3	US	Trademark	3,992,305	Registered	MerchSource, LLC
LITERATI (stylized)	US	Trademark	4,001,150	Registered	MerchSource, LLC
LOOKBOOK (stylized)	US	Trademark	4,001,151	Registered	MerchSource, LLC
BLUE HAT TOY COMPANY	US	Trademark	4,004,869	Registered	MerchSource, LLC
MerchSource	US	Trademark	4,004,872	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	4,005,546	Registered	MerchSource, LLC

13183254

**TRADEMARK**  
**REEL: 007898 FRAME: 0425**

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
THE BLACK SERIES BY SHIFT3	US	Trademark	4,049,685	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,094,743	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,100,319	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,132,222	Registered	MerchSource, LLC
K&D	US	Trademark	4,180,392	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,192,077	Registered	MerchSource, LLC
Blue Hat	US	Trademark	4,210,073	Registered	MerchSource, LLC
RESTOR STYLE	US	Trademark	4,271,313	Registered	MerchSource, LLC
Restor	US	Trademark	4,278,746	Registered	MerchSource, LLC
Order	US	Trademark	4,377,799	Registered	MerchSource, LLC
Order	US	Trademark	4,381,345	Registered	MerchSource, LLC
Wildwood	US	Trademark	4,419,374	Registered	MerchSource, LLC
Lux by Shift3	US	Trademark	4,466,963	Registered	MerchSource, LLC
Veranda	US	Trademark	4,481,770	Registered	MerchSource, LLC
Monster Spinning Car	US	Trademark	4,555,079	Registered	MerchSource, LLC
Order	US	Trademark	4,564,561	Registered	MerchSource, LLC
Loft Living	US	Trademark	4,584,939	Registered	MerchSource, LLC
Apothecary & Company	US	Trademark	4,596,583	Registered	MerchSource, LLC
Order Home Collection	US	Trademark	4,606,370	Registered	MerchSource, LLC
Order	US	Trademark	4,672,088	Registered	MerchSource, LLC
COMPASS	US	Trademark	3,491,247	Registered	ThreeSixty Sourcing Ltd.
SMART GLIDE	US	Trademark	4,424,987	Registered	Cohesion Products, LLC
SMART GLIDE TECHNOLOGY & Design	US	Trademark	4,424,991	Registered	Cohesion Products, LLC
ECHELON	US	Trademark	4,735,604	Registered	MerchSource, LLC
SHIFT3 (design)	US	Trademark	4,906,971	Registered 03/01/16	MerchSource, LLC

13183254

**TRADEMARK**  
**REEL: 007898 FRAME: 0426**

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Thunder Tumbler Monster Spinning Car	US	Trademark	5,080,271	Registered	MerchSource, LLC
Logo	US	Trademark	4,967,585	Registered	MerchSource, LLC
WONDERWALL	US	Trademark	3,648,649	Registered	MerchSource, LLC
SPEEDSPINNDER	US	Trademark	3,648,650	Registered	MerchSource, LLC
SPEEDBORG	US	Trademark	3,648,651	Registered	MerchSource, LLC
SHARPER LIVING	US	Trademark	4,092,052	Registered	*ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,588,871	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,950,166	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,130,633	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,489,485	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,854,174	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,171,695	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,645,994	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,498,543	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,646,417	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,886,596	Registered	* ThreeSixty Brands Group LLC
SHARPERIMAGE.CO M	US	Trademark	3,074,460	Registered	* ThreeSixty Brands Group LLC
SHARPERIMAGE.CO M	US	Trademark	2,928,740	Registered	* ThreeSixty Brands Group LLC
TRAVEL COMPANION	US	Trademark	2,072,379	Registered	* ThreeSixty Brands Group LLC






13183254

**TRADEMARK**  
**REEL: 007898 FRAME: 0427**

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
TURBO-GROOMER	US	Trademark	2,360,586	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	2,801,157	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	2,801,489	Registered	* ThreeSixty Brands Group LLC
AUTO-DRIVE	US	Trademark	1,862,537	Registered	* ThreeSixty Brands Group LLC
IONIC BREEZE	US	Trademark	2,383,876	Registered	* ThreeSixty Brands Group LLC
SOUND SOOTHER	US	Trademark	1,619,646	Registered	* ThreeSixty Brands Group LLC
SOUND SOOTHER	US	Trademark	2,794,855	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,538,247	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,649,539	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,440,851	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,426,564	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,511,952	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,683,726	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,805,496	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	<b>App</b> 86/598,708	Pending	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	<b>App</b> 86/790,352	Pending	* ThreeSixty Brands Group LLC
RETURN TO WONDER	US	Trademark	<b>App</b> 87/194,208	Pending	MerchSource, LLC
APOTHECARY	US	Trademark	5,013,040	Registered	MerchSource, LLC

13183254

**TRADEMARK**  
**REEL: 007898 FRAME: 0428**

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
AMERICAN VINTAGE STYLE	US	Trademark	5,106,774	Registered	MerchSource, LLC
 Design Only	US	Trademark	4,108,884	Registered	** ThreeSixty Brands Group LLC
 Design Only	US	Trademark	4,025,343	Registered	** ThreeSixty Brands Group LLC
PENELOPE THE PUP	US	Trademark	3,934,591	Registered	** ThreeSixty Brands Group LLC
 Design Only	US	Trademark	4,004,871	Registered	MerchSource, LLC
 Design Only	US	Trademark	4,129,183	Registered	** ThreeSixty Brands Group LLC
 Design Only	US	Trademark	3,926,927	Registered	**ThreeSixty Brands Group LLC

\*Transferred to 360 Holdings II-A LLC pursuant to Asset Purchase Agreement dated 12/26/2016, followed by 360 Holdings II-A LLC changing its name on 2/23/2017 to ThreeSixty Brands Group LLC. Currently legal owner is ThreeSixty Brands Group LLC. Recordings with the USPTO to follow once all file transfers are complete.

\*\*360 Holdings II-A LLC changing its name on 2/23/2017 to ThreeSixty Brands Group LLC. Currently legal owner is ThreeSixty Brands Group LLC. Name change documents will be filed shortly.

13183254

**TRADEMARK**

**RECORDED: 03/08/2022**

**REEL: 007898 FRAME: 0429**