

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793990

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900741988

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Far East Brokers and Consultants, Inc.		01/03/2023	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	150 E 42nd St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	97086226	CITRUS GROVE
Serial Number:	97975216	FABULOUSHOME
Serial Number:	97431942	FABULOUSHOME
Registration Number:	6913218	MESQUITE RIDGE
Registration Number:	6913217	MESQUITE RIDGE
Registration Number:	6913216	HUG & LUV
Serial Number:	97686152	GRILLPERKS.COM GRILLPERKS RECIPES PRIZES
Serial Number:	97686146	GRILLPERKS
Serial Number:	97686125	FE FAR EAST BROKERS AND CONSULTANTS, INC
Serial Number:	97686116	FAR EAST
Serial Number:	97431974	LEISURE WAYS
Serial Number:	97431950	LEISURE WAYS
Serial Number:	97583987	LEISURE WAYS
Serial Number:	97583972	LEISURE WAYS
Serial Number:	97432720	SOLÉ DEL SOL
Serial Number:	97432716	SOLÉ DEL SOL
Registration Number:	6701656	FABULOUSHOME
Registration Number:	4800602	MESQUITE RIDGE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86854474	FABULOUS HOME
Registration Number:	4211290	FABULOUS HOME
Registration Number:	4581235	TRANSITIONS COLLECTION
Registration Number:	3813538	C.GROVE
Serial Number:	77926668	C. GROVE
Registration Number:	4543657	SOLÉ DEL SOL
Registration Number:	3330079	CITRUS GROVE
Registration Number:	3728768	ECO WAYS
Registration Number:	3071515	JET SET GAZEBO
Serial Number:	76411192	SILVER PLUS
Registration Number:	2821588	GOLDLINE
Registration Number:	2543850	LEISURE WAYS
Registration Number:	2508683	HUG & LUV
Registration Number:	2296589	BATHROOM BASICS
Serial Number:	75344720	KITCHEN BASICS

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: 8007130755

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Timothy R. O'Brien

SIGNATURE: /Timothy R. O'Brien/

DATE SIGNED: 03/13/2023

Total Attachments: 8

source=Trademark Security Agreement (Far East) [Executed]#page1.tif

source=Trademark Security Agreement (Far East) [Executed]#page2.tif

source=Trademark Security Agreement (Far East) [Executed]#page3.tif

source=Trademark Security Agreement (Far East) [Executed]#page4.tif

source=Trademark Security Agreement (Far East) [Executed]#page5.tif

source=Trademark Security Agreement (Far East) [Executed]#page6.tif

source=Trademark Security Agreement (Far East) [Executed]#page7.tif

source=Trademark Security Agreement (Far East) [Executed]#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of January 3, 2023, by and among the 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 ("Secured Party", as hereinafter further defined).

W I T N E S S E T H:

WHEREAS, Secured Party has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions of the Second Amended and Restated Credit Agreement, dated of even date herewith, by and among Secured Party, Grantors and certain affiliates of Grantors (as the same may be modified, amended, supplemented or restated from time to time, the "Credit Agreement");

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Secured Party, the Amended and Restated Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Secured Party 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 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 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. "Secured Party" means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Secured Party, 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 UCC) 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;

provided that notwithstanding anything contained in this Agreement to the contrary, the term “Trademark Collateral” shall not include any Excluded Property.

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 that constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, but for the fact that 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 Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the 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. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Secured Party 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 Secured Party’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 agreement. 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original

manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

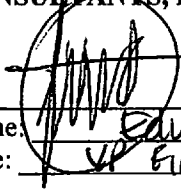
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, ETC. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, SUBMISSION TO JURISDICTION AND WAIVER OF CLAIMS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS 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.

GRANTORS:

**FAR EAST BROKERS AND
CONSULTANTS, INC.**

By: 
Name: Edward Abood
Title: VP Finance & Operations

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

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.

GRANTORS:

**FAR EAST BROKERS AND
CONSULTANTS, INC.**

By: _____

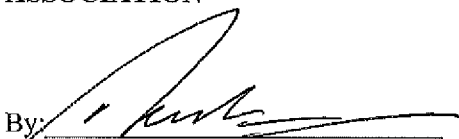
Name: _____

Title: _____

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____

Name: RICHARD MANTANI

Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

	Serial Number	Reg. Number	Word Mark	Live/Dead	Class(es)
1	97086226		CITRUS GROVE	LIVE	
2	97975216		FABULOUSHOME	LIVE	
3	97431942		FABULOUSHOME	LIVE	
4	97432684	6,913,218	MESQUITE RIDGE	LIVE	
5	97431978	6,913,217	MESQUITE RIDGE	LIVE	
6	97431947	6,913,216	HUG & LUV	LIVE	
7	97686152		GRILLPERKS.COM GRILLPERKS RECIPES PRIZES SAVINGS	LIVE	
8	97686146		GRILLPERKS	LIVE	
9	97686125		FAR EAST	LIVE	
10	97686116		FAR EAST	LIVE	
11	97431974		LEISURE WAYS	LIVE	
12	97431950		LEISURE WAYS	LIVE	
13	97583987		LEISURE WAYS	LIVE	
14	97583972		LEISURE WAYS	LIVE	
15	97432720		SOLE DEL SOL	LIVE	
16	97432716		SOLE DEL SOL	LIVE	
17	97150263	6,701,656	FABULOUSHOME	LIVE	
18	86258931	4,800,602	MESQUITE RIDGE	LIVE	
19	86854474		FABULOUS HOME	DEAD	007; 011
20	85366376	4,211,290	FABULOUS HOME	DEAD	
21	85915885	4,581,235	TRANSITIONS COLLECTION	DEAD	
22	77856187	3,813,538	C.GROVE	DEAD	
23	77926668		C. GROVE	DEAD	020
24	76682609	4,543,657	SOLE DEL SOL	LIVE	
25	76645307	3,330,079	CITRUS GROVE	DEAD	008; 021
26	76691301	3,728,768	ECO WAYS	DEAD	016
27	76571818	3,071,515	JET SET GAZEBO	DEAD	022
28	76411192		SILVER PLUS	DEAD	014
29	76367612	2,821,588	GOLDLINE	DEAD	009

30	75825764	2,543,850	LEISURE WAYS	LIVE	
31	75825765	2,508,683	HUG & LUV	LIVE	
32	75344721	2,296,589	BATHROOM BASICS	DEAD	
33	75344720		KITCHEN BASICS	DEAD	024

Trademark Licenses

None.