

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Christmas Tree Shops, LLC		05/10/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Eclipse Business Capital LLC		
Street Address:	333 W Wacker Drive, Suite 950		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 84			
Property Type	Number	Word Mark	
Registration Number:	5312558	A PERFECT TABLE	
Serial Number:	97498848	ALOFT	
Registration Number:	4448942	AND THAT!	
Registration Number:	5943497	ARBOR GATE	
Registration Number:	6541797	BLIZZARD KING	
Registration Number:	5766234	BRANCH & BLOSSOM	
Registration Number:	5592310	BRANCH & BLOSSOM	
Registration Number:	5885480	BROWN & BROOKE	
Registration Number:	5682130	CKC	
Registration Number:	5682129	CARVERS KITCHEN CO.	
Registration Number:	2894928	CHRISTMAS TREE SHOPS	
Registration Number:	2894927	CHRISTMAS TREE SHOPS	
Registration Number:	5618428	COLLETTE PIPER	
Registration Number:	6420796	COPPER HILL	
Registration Number:	5656784	CORAL COVE	
Serial Number:	88599778	CORAL COVE	
Registration Number:	6969527	CORAL COVE	
Registration Number:	5229440	CORAL COVE	
Registration Number:	6502460	CORNERSTONE	

CH \$2115.00 5312558

Property Type	Number	Word Mark
Registration Number:	4505589	COZY CRITTERS
Registration Number:	6951427	CTS CHRISTMAS TREE SHOPS
Serial Number:	90901258	CTS CHRISTMAS TREE SHOPS
Serial Number:	97606598	CTS SEASONAL
Serial Number:	97636585	CTS-ING
Serial Number:	97636556	CTS-ING
Registration Number:	2912601	DON'T YOU JUST LOVE A BARGAIN?
Registration Number:	5093175	DOOR DECOR
Registration Number:	7027932	EASE THE SQUEEZE
Registration Number:	2166092	ELITE LINE
Registration Number:	6126473	EVERY SEASON. EVERY REASON.
Registration Number:	5341744	EVOLUTION
Registration Number:	4703772	FINEST FOIL
Registration Number:	5924577	GARDEN ESSENTIALS
Registration Number:	5007282	GEL CHARMS
Registration Number:	5541588	GREY WHALE OUTFITTERS
Registration Number:	5613642	GREY WHALE OUTFITTERS
Serial Number:	97636594	HAPPY CTS-ING
Serial Number:	97636573	HAPPY CTS-ING
Registration Number:	5828543	HAPPY PAWS
Registration Number:	4632694	HAPPY PAWS
Registration Number:	5897252	HAPPY PAWS
Registration Number:	4589064	HARVEST SPICE
Registration Number:	5627932	HAUNTED HOLIDAY
Serial Number:	97636599	HAVE YOU CTS-ED LATELY?
Serial Number:	97636578	HAVE YOU CTS-ED LATELY?
Registration Number:	5571093	HIGHBRIDGE HOME
Registration Number:	5607782	HIGHBRIDGE HOME
Registration Number:	6289762	HOLLY HILL
Registration Number:	5318657	KATE AND CARLY
Registration Number:	4601919	KITCHEN STANDARD
Serial Number:	97636596	LET'S GO CTS-ING
Serial Number:	97636569	LET'S GO CTS-ING
Registration Number:	5200049	LIFE'S MEMORIES
Registration Number:	5536353	LILY & GRACE
Registration Number:	5537044	LILY & GRACE
Registration Number:	5293072	MIDWEST GRILL CO.
Registration Number:	2912602	MILL FARM

Property Type	Number	Word Mark
Registration Number:	4699970	NANTUCKET BREEZE
Registration Number:	3997134	NANTUCKET HOME
Registration Number:	5385864	NATURE'S ECHO
Registration Number:	5607680	NAYA
Registration Number:	6646848	PETAL AND STONE
Registration Number:	5997384	PREPMATES
Serial Number:	97515914	REED + RAFFIA
Serial Number:	97490476	REED AND RAFFIA
Registration Number:	5299722	SAVVY BEAUTY
Registration Number:	5556790	SEASIDE HOLIDAY
Registration Number:	4589063	SECRET GARDEN
Registration Number:	6435282	SHOP HAPPY. SAVE HAPPY.
Registration Number:	6667304	SIMPLY FRESH
Registration Number:	5312644	SOLSTICE
Registration Number:	5607679	STYLE SENSE
Serial Number:	90165036	SUN FIESTA
Registration Number:	6667340	SUN RAYS
Registration Number:	5968043	SWEETIE
Registration Number:	6640505	THE FLAMINGO SHOP
Registration Number:	6022160	THE GRAINHOUSE
Registration Number:	5662348	THE GRAINHOUSE
Registration Number:	3554838	THE TREE
Serial Number:	97636589	THIS IS CTS-ING
Serial Number:	97636563	THIS IS CTS-ING
Registration Number:	5619456	TUSCAN TABLE
Registration Number:	5571210	
Registration Number:	5318038	WILLOW BRANCH

CORRESPONDENCE DATA

Fax Number:

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.

Email: richardsonan@gtlaw.com

Correspondent Name: Andrew Richardson

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 171168.010900

NAME OF SUBMITTER: Andrew Richardson

SIGNATURE:	/Andrew Richardson/
DATE SIGNED:	05/11/2023
Total Attachments: 10 source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page1.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page2.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page3.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page4.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page5.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page6.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page7.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page8.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page9.tif source=CTS - Trademark Security Agreement (DIP Credit Facility) (Executed)#page10.tif	

DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT

This DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2023 (“Trademark Security Agreement”), made by each of the signatories hereto (all such parties, and their respective successors and assigns, the “Trademark Grantors”), is in favor of Eclipse Business Capital LLC, as administrative agent (in such capacity, the “Administrative Agent”) for the Credit Parties.

WITNESSETH:

WHEREAS, on May 5, 2023, the Trademark Grantors, the other Borrowers, and certain Guarantors (collectively, the “Debtors”) commenced chapter 11 Case Nos. 23-10574, 23-10575, 23-10576, 23-10578 and 23-10579, as administratively consolidated as chapter Case No. 23-10576 with the United States Bankruptcy Court for the District of Delaware. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Trademark Grantors, the other Borrowers, the Guarantors, the Administrative Agent, and the Lenders party thereto, among others, have entered into that certain Senior Secured, Super-Priority Debtor-In-Possession Revolving Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed, among other things, to make post-petition debtor-in-possession loans to the Borrowers, and the Borrowers have agreed to repay such loans on the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the willingness of the Lenders to enter into the Credit Agreement and provide the loans thereunder, each Trademark Grantor has executed and delivered to the Administrative Agent that certain Debtor-In-Possession Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement and the Credit Agreement, as applicable);

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent, on behalf of the Credit Parties, a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Trademark Grantors does hereby pledge, convey, sell, assign, transfer and set over unto the Administrative Agent and grant to the Administrative Agent, for the benefit of the Credit Parties, a continuing security interest in all of the following property now owned for at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

(c) to the extent not covered by clause (a), the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Security Agreement, including, without limitation, any Trademark applications filed on the basis of a Trademark Grantor's intent-to-use such mark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the United States Patent and Trademark Office, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable, shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Administrative Agent pursuant to the Security Agreement and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes this Trademark Security Agreement to be recorded with the United States Patent and Trademark Office and any similar office or agency in any other country or political subdivision thereof.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all parties shall be delivered to the Administrative Agent.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

CHRISTMAS TREE SHOPS, LLC,
as Trademark Grantor

By: 

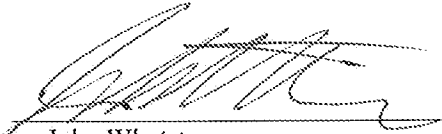
Name: _____

Title:

{Signature Page to Trademark Security Agreement}

Accepted and Agreed:

ECLIPSE BUSINESS CAPITAL LLC, as Administrative Agent

By: 

Name: John Whetstone

Title: Executive Vice President

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 008069 FRAME: 0008

Schedule 1

TRADEMARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Registration No.</u>
A PERFECT TABLE	Christmas Tree Shops, LLC	May 12, 2016	5312558
ALOFT	Christmas Tree Shops, LLC	July 12, 2022	TBD
AND THAT!	Christmas Tree Shops, LLC	October 25, 2012	4448942
ARBOR GATE	Christmas Tree Shops, LLC	June 6, 2019	5943497
BLIZZARD KING	Christmas Tree Shops, LLC	April 29, 2016	6,541,797
BRANCH & BLOSSOM	Christmas Tree Shops, LLC	February 4, 2019	5766234
BRANCH & BLOSSOM	Christmas Tree Shops, LLC	July 10, 2018	5592310
BROWN & BROOKE	Christmas Tree Shops, LLC	May 9, 2019	5,885,480
CKC and Two Knives Design	Christmas Tree Shops, LLC	April 13, 2018	5682130
CARVERS KITCHEN CO.	Christmas Tree Shops, LLC	April 13, 2018	5682129
CHRISTMAS TREE SHOPS	Christmas Tree Shops, LLC	October 6, 2003	2894928
Christmas Tree Shops sled logo	Christmas Tree Shops, LLC	October 6, 2003	2894927
COLLETTE PIPER	Christmas Tree Shops, LLC	July 6, 2017	5,618,428
COPPER HILL	Christmas Tree Shops, LLC	November 12, 2019	6,420,796
CORAL COVE	Christmas Tree Shops, LLC	July 6, 2017	5,656,784

CORAL COVE	Christmas Tree Shops, LLC	August 30, 2019	TBD
CORAL COVE	Christmas Tree Shops, LLC	August 30, 2019	TBD
CORAL COVE	Christmas Tree Shops, LLC	June 17, 2016	5,229,440
CORNERSTONE	Christmas Tree Shops, LLC	March 8, 2021	6,502,460
COZY CRITTERS	Christmas Tree Shops, LLC	July 6, 2010	4505589
CTS CHRISTMAS TREE SHOPS	Christmas Tree Shops, LLC	August 25, 2021	6,951,427
CTS CHRISTMAS TREE SHOPS	Christmas Tree Shops, LLC	August 25, 2021	TBD
CTS SEASONAL	Christmas Tree Shops, LLC	September 26, 2022	TBD
CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
DON'T YOU JUST LOVE A BARGAIN?	Christmas Tree Shops, LLC	January 7, 2004	2912601
DOOR DECOR	Christmas Tree Shops, LLC	May 16, 2016	5093175
EASE THE SQUEEZE	Christmas Tree Shops, LLC	03/28/2022	TBD
ELITE LINE	Christmas Tree Shops, LLC	December 21, 1994	2166092
EVERY SEASON. EVERY REASON.	Christmas Tree Shops, LLC	December 20, 2019	6126473
EVOLUTION	Christmas Tree Shops, LLC	June 17, 2016	5341744

FINEST FOIL	Christmas Tree Shops, LLC	August 8, 2014	4703772
GARDEN ESSENTIALS	Christmas Tree Shops, LLC	January 25, 2019	5,924,577
GEL CHARMS	Christmas Tree Shops, LLC	December 3, 2015	5007282
GREY WHALE OUTFITTERS	Christmas Tree Shops, LLC	August 9, 2016	5,541,588
GREY WHALE OUTFITTERS	Christmas Tree Shops, LLC	February 5, 2018	5,613,642
HAPPY CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
HAPPY CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
HAPPY PAWS	Christmas Tree Shops, LLC	January 31, 2019	5828543
HAPPY PAWS	Christmas Tree Shops, LLC	September 16, 2011	4632694
HAPPY PAWS	Christmas Tree Shops, LLC	May 14, 2019	5897252
HARVEST SPICE	Christmas Tree Shops, LLC	June 3, 2011	4589064
HAUNTED HOLIDAY	Christmas Tree Shops, LLC	June 7, 2018	5627932
HAVE YOU CTS-ED LATELY?	Christmas Tree Shops, LLC	October 18, 2022	TBD
HAVE YOU CTS-ED LATELY?	Christmas Tree Shops, LLC	October 18, 2022	TBD
HIGHBRIDGE HOME	Christmas Tree Shops, LLC	June 17, 2016	5,571,093
HIGHBRIDGE HOME	Christmas Tree Shops, LLC	March 7, 2017	5,607,782

HOLLY HILL	Christmas Tree Shops, LLC	February 23, 2018	6,289,762
KATE AND CARLY	Christmas Tree Shops, LLC	December 19, 2016	5318657
KITCHEN STANDARD	Christmas Tree Shops, LLC	May 23, 2012	4601919
LET'S GO CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
LET'S GO CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
LIFE'S MEMORIES	Christmas Tree Shops, LLC	November 10, 2016	5200049
LILY & GRACE	Christmas Tree Shops, LLC	August 9, 2016	5536353
LILY & GRACE	Christmas Tree Shops, LLC	July 6, 2017	5537044
MIDWEST GRILL CO.	Christmas Tree Shops, LLC	June 30, 2016	5293072
MILL FARM	Christmas Tree Shops, LLC	January 7, 2004	2912602
NANTUCKET BREEZE	Christmas Tree Shops, LLC	October 20, 2014	4,699,970
NANTUCKET HOME	Christmas Tree Shops, LLC	December 2, 2010	3,997,134
NATURE'S ECHO	Christmas Tree Shops, LLC	June 29, 2017	5,385,864
NAYA	Christmas Tree Shops, LLC	January 20, 2017	5,607,680
PETAL AND STONE	Christmas Tree Shops, LLC	June 17, 2019	6,646,848
PREPMATES	Christmas Tree Shops, LLC	August 23, 2016	5,997,384

REED + RAFFIA	Christmas Tree Shops, LLC	07/22/2022	TBD
REED AND RAFFIA	Christmas Tree Shops, LLC	07/06/2022	TBD
SAVVY BEAUTY	Christmas Tree Shops, LLC	January 5, 2017	5299722
SEASIDE HOLIDAY	Christmas Tree Shops, LLC	July 7, 2017	5556790
SECRET GARDEN	Christmas Tree Shops, LLC	June 3, 2011	4589063
SHOP HAPPY. SAVE HAPPY.	Christmas Tree Shops, LLC	December 20, 2019	6,435,282
SIMPLY FRESH	Christmas Tree Shops, LLC	November 11, 2019	6,667,304
SOLSTICE	Christmas Tree Shops, LLC	June 17, 2016	5312644
STYLE SENSE	Christmas Tree Shops, LLC	January 20, 2017	5,607,679
SUN FIESTA	Christmas Tree Shops, LLC	September 8, 2020	TBD
SUN RAYS	Christmas Tree Shops, LLC	December 9, 2019	6,667,340
SWEETIE	Christmas Tree Shops, LLC	February 5, 2018	5,968,043
THE FLAMINGO SHOP	Christmas Tree Shops, LLC	September 17, 2020	6,640,505
THE GRAINHOUSE	Christmas Tree Shops, LLC	May 8, 2019	6,022,160
THE GRAINHOUSE	Christmas Tree Shops, LLC	July 7, 2017	5662348
THE TREE	Christmas Tree Shops, LLC	July 26, 2007	3,554,838

THIS IS CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
THIS IS CTS-ING	Christmas Tree Shops, LLC	October 18, 2022	TBD
TUSCAN TABLE	Christmas Tree Shops, LLC	June 7, 2018	5,619,456
Whale Design Logo	Christmas Tree Shops, LLC	October 26, 2016	5,571,210
WILLOW BRANCH	Christmas Tree Shops, LLC	June 17, 2016	5318038

<u>Unregistered/ Common Law Trademarks/Service Marks</u>	<u>Owner</u>
ALDER & ASH	Christmas Tree Shops, LLC
ALFRESCO	Christmas Tree Shops, LLC
BELLA CASA	Christmas Tree Shops, LLC
BLISSFUL HOME	Christmas Tree Shops, LLC
BISTRO BLANC	Christmas Tree Shops, LLC
CHATEAU BLANC	Christmas Tree Shops, LLC
CORNERSTONE	Christmas Tree Shops, LLC
DAY OF THE DEAD logo	Christmas Tree Shops, LLC
Divine Gothic	Christmas Tree Shops, LLC
DIVINE GOTHIC	Christmas Tree Shops, LLC
FLANNEL ROOSTER	Christmas Tree Shops, LLC
GOLDEN SAFFRON	Christmas Tree Shops, LLC
HAPPY PAWS	Christmas Tree Shops, LLC
HOUSE BLEND	Christmas Tree Shops, LLC
KRINGLE'S KITCHEN	Christmas Tree Shops, LLC
MOSAIC	Christmas Tree Shops, LLC
MYSTIC BAZAAR	Christmas Tree Shops, LLC
OASIS	Christmas Tree Shops, LLC
ORIGINS	Christmas Tree Shops, LLC
REVE DE PROVENCE	Christmas Tree Shops, LLC
SPOT & CHLOE	Christmas Tree Shops, LLC
STYLE CORE	Christmas Tree Shops, LLC
THE CASUAL CHEF	Christmas Tree Shops, LLC
THE GRAINHOUSE	Christmas Tree Shops, LLC
UPMARKET	Christmas Tree Shops, LLC
VELA	Christmas Tree Shops, LLC
VISIONS OF SUGARPLUMS	Christmas Tree Shops, LLC

[Schedule 1 to Trademark Security Agreement]