

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Time Pottery, LLC		05/18/2023	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	125 High Street, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5752516	THE HOME STORE WITH MORE	
Registration Number:	5509085	THE PLACE FOR HEART AND HOME	
Registration Number:	5147250	I L VE THIS PLACE!	
Registration Number:	2699175	ELVES AT WORK	
Registration Number:	2699174	ELVES AT WORK	
Registration Number:	2389128	OLD TIME POTTERY	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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>			
Phone:	6176468000		
Email:	TMAssignments@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	O0468.40000US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		

OP \$165.00 5752516

DATE SIGNED:	06/23/2023
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Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of May 18, 2023 (this “Agreement”), between OLD TIME POTTERY, LLC (the “Grantor”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”).

Reference is made to (a) the ABL Credit Agreement dated as of January 31, 2017 as amended by the First Amendment, dated as of March 1, 2017, the Second Amendment, dated as of December 22, 2017, the Third Amendment, dated as of April 1, 2019, the Fourth Amendment, dated as of May 8, 2020, and as further restated by that certain Amendment and Restatement of ABL Credit Agreement, dated as of October 26, 2021, as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of June 9, 2022, the Second Amendment to Amended and Restated Credit Agreement, dated as of April 18, 2023, and the Additional Borrower Agreement dated as of April 18, 2023 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mountaineer Holdings Corporation, a Delaware corporation (“Holdings”), Mountaineer Merger Corporation, a Delaware corporation (the “Parent Borrower”), Gabriel Brothers, Inc., a West Virginia corporation, and Old Time Pottery LLC, a Tennessee Limited Liability Company (the “Additional Borrowers”) (the Additional Borrowers together with the Parent Borrower, each, a “Borrower” and collectively, the “Borrowers”), the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent, and (b) the ABL Collateral Agreement dated of January 31, 2017 as amended by the Supplement No. 1 to the ABL Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Parent Borrower, the Additional Borrowers from time to time party thereto, the Grantors from time to time party thereto and the Collateral Agent. The Lenders and the LC Issuers have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the LC Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks owned by such Grantor, whether now owned or hereafter acquired or arising and wherever located, including those listed on Schedule I attached hereto (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark

applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement and ABL Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Venue; Waiver of Jury Trial. Section 5.09(b) and (c) of the Collateral Agreement are incorporated by reference herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OLD TIME POTTERY, LLC, as Grantor

By: 
Name: Jason Schmitt
Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent


By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: T. Scoville
Name: Tamar Scoville
Title: Vice President

Schedule I

U.S. Trademarks

Trademark	Registration No.	Registration Date
THE HOME STORE WITH MORE	5752516	May 14, 2019
THE PLACE FOR HEART AND HOME	5509085	July 3, 2018
I L VE THIS PLACE! (Add) 	5147250	February 21, 2017
ELVES AT WORK	2699175	March 25, 2003
ELVES AT WORK	2699174	March 25, 2003
OLD TIME POTTERY	2389128	September 26, 2000

[Schedule I to ABL Trademark Security Agreement Supplement]