

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vanguard Furniture Co., Inc.		07/20/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4715141	MAKE IT YOURS	
Registration Number:	2317889	V	
Registration Number:	2644889	VANGUARD	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	tm@dykema.com		
Correspondent Name:	Shannon M. McKeon		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	104069.0112		
NAME OF SUBMITTER:	Shannon Marie McKeon		
SIGNATURE:	/Shannon Marie McKeon/		
DATE SIGNED:	07/26/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Trademark Security Agreement**"), dated as of July 20, 2023, is made by and among Vanguard Furniture Co., Inc., a North Carolina corporation ("**Vanguard**"), Clarity Concepts, LLC, a North Carolina limited liability company ("**Clarity**"), High Cotton Home Company, LLC, a North Carolina limited liability company ("**High Cotton**"), and CTVF, LLC, a North Carolina limited liability company ("**CTVF**", and together with Vanguard, Clarity and High Cotton, individually and collectively, "**Grantor**"), in favor of Fifth Third Bank, National Association (the "**Secured Party**").

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Credit Agreement**").

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Interpretive Provisions.** The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

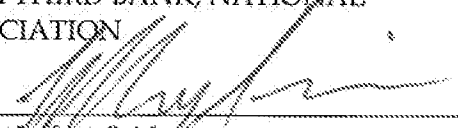
7. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Name: Jeffrey Seiden
Title: Senior Vice President

GRANTOR:

VANGUARD FURNITURE CO., INC., a
North Carolina corporation

By: _____
Name: John Andrew Bray
Title: President and Chief Executive Officer

CLARITY CONCEPTS, LLC, a North
Carolina limited liability company

By: _____
Name: John Andrew Bray
Title: Manager

HIGH COTTON HOME COMPANY, LLC, a
North Carolina limited liability company

By: _____
Name: John Andrew Bray
Title: President and Manager

CTVF, LLC, a North Carolina limited liability
company

By: _____
Name: John Andrew Bray
Title: Manager

{Signature Page to Trademark Security Agreement}

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CTVF, LLC, a North Carolina limited liability
company

By: _____
Name: John Andrew Bray
Title: Manager

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration #	Issue Date	Owner
<u>MAKE IT YOURS</u>	RN: 4715141 SN: 86311383	Registered, January 6, 2022 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 20 First Use: April 15, 2009 Filed: June 16, 2014 Registered: April 7, 2015 Register Type: Principal Register	Vanguard Furniture Company, Inc. (North Carolina Corporation) 109 Simpson Street, CONOVER, North Carolina 28613 United States of America
<u>V (Stylized)</u> 	RN: 2317889 SN: 75463939	Renewed, April 22, 2020 Office Status: Registered and Renewed Int'l Class: 20,24 First Use: October, 1994 Filed: April 7, 1998 Registered: February 15, 2000 Last Renewal: February 15, 2020 Register Type: Principal Register	Vanguard Furniture Co., Inc. (North Carolina Corporation) P.O. Box 2187, Hickory, NC 28603 United States of America

Trademark	Registration #	Issue Date	Owner
<u>VANGUARD</u>	RN: 2644889 SN: 75463930	Renewed, November 7, 2012 Office Status: Registered and Renewed Int'l Class: 20,24 First Use: January, 1969 Filed: April 7, 1998 Registered: November 5, 2002 Last Renewal: November 5, 2012 Register Type: Principal Register	Vanguard Furniture Co., Inc. (North Carolina Corporation) 109 Simpson Street, CONOVER, North Carolina 28613 United States of America
<u>V and Design</u> 	RN: TMA535943 AN: 0884382	Canada Renewed Last Status Received: Renewed, October 26, 2015 Office Status: Registered Filed: July 15, 1998 Registered: October 26, 2000 Last Renewal: October 26, 2015 Expiration Date: October	VANGUARD FURNITURE CO., INC. (A CORPORATION OF NORTH CAROLINA) P.O. BOX 2187 HICKORY, NORTH CAROLINA, 28603, United States of America

Trademark	Registration #	Issue Date	Owner
		26, 2030	
<u>VANGUARD</u>	RN: TMA604604 AN: 0886558	Canada Renewed Last Status Received: Renewed, March 9, 2019 Office Status: Registered Filed: August 5, 1998 Registered: March 9, 2004 Last Renewal: March 9, 2019 Expiration Date: March 9, 2034	VANGUARD FURNITURE CO., INC. P.O. BOX 2187 HICKORY, NORTH CAROLINA 28603, United States of America