

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hobbs Bonded Fibers, LLC		08/18/2023	Limited Liability Company: DELAWARE
Hobbs Bonded Fibers NA, LLC		08/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Aequum Capital Financial LLC		
Street Address:	250 Nicollet Mall		
Internal Address:	Suite 800 & 900		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	97495934	QUILTS LIKE A DREAM	
Registration Number:	5240919	RAMTECT	
Registration Number:	5153929	DREAM BATTING	
Registration Number:	4869375	DREAM POLY	
Registration Number:	4780691	DREAM WOOL	
Registration Number:	4763674	DREAM ORIENT	
Registration Number:	4763673	DREAM BLEND	
Registration Number:	4763672	DREAM ANGEL	
Registration Number:	4763671	DREAM FUSION	
Serial Number:	86707636	HOBBS HEIRLOOM	
Registration Number:	4236572	HOBBS	
Registration Number:	4213252	CLOUD LOFT	
Registration Number:	4213251	SIMPLY STUFFING	
Registration Number:	3547778	FIBERTECT	
Registration Number:	2156494	DREAM COTTON	
Registration Number:	4213249	THE TUSCANY COLLECTION	

OP \$440.00 97495934

Property Type	Number	Word Mark
Registration Number:	5398886	DREAM GREEN

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsénye (KH 168483-01000)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	108483-01000
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/21/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of August 18, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, a “**Grantor**”), and AEQUUM CAPITAL FINANCIAL LLC, a Delaware limited liability company (together with its successors and assigns in such capacity, “**Lender**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), among Grantors, their affiliates from time-to-time party thereto, and Lender, the Lender agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they

are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full, in accordance with the terms of the Credit Agreement, of all Obligations other than unasserted contingent


indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

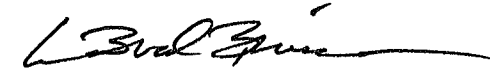
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HOBBS BONDED FIBERS, LLC, a Delaware
limited liability company

By: 
Name: Brad Briscoe
Title: Chief Financial Officer

HOBBS BONDED FIBERS NA, LLC, a Delaware
limited liability company

By: 
Name: Brad Briscoe
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

AEQUUM CAPITAL FINANCIAL LLC, a
Delaware limited liability company

DocuSigned by:
By: Ben Thompson
Name: Ben Thompson
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
QUILTS LIKE A DREAM	USA	Hobbs Bonded Fibers NA, LLC	(07/09/2022)	(97495934)
RAMTECT	USA	Hobbs Bonded Fibers NA, LLC	07/11/2017	5240919
DREAM BATTING	USA	Hobbs Bonded Fibers NA, LLC	03/07/2017	5153929
DREAM POLY	USA	Hobbs Bonded Fibers NA, LLC	12/15/2015	4869375
DREAM WOOL	USA	Hobbs Bonded Fibers NA, LLC	07/28/2015	4780691
DREAM ORIENT	USA	Hobbs Bonded Fibers NA, LLC	06/30/2015	4763674
DREAM BLEND	USA	Hobbs Bonded Fibers NA, LLC	06/30/2015	4763673
DREAM ANGEL	USA	Hobbs Bonded Fibers NA, LLC	06/30/2015	4763672
DREAM FUSION	USA	Hobbs Bonded Fibers NA, LLC	06/30/2015	4763671
HOBBS HEIRLOOM	USA	Hobbs Bonded Fibers NA, LLC	(07/28/2015)	(86707636) NEW APPLICATION FILED ON 8/8/23
HOBBS	USA	Hobbs Bonded Fibers NA, LLC	11/06/2012	4236572
CLOUD LOFT	USA	Hobbs Bonded Fibers NA, LLC	09/25/2012	4213252
SIMPLY STUFFING	USA	Hobbs Bonded Fibers NA, LLC	09/25/2012	4213251
FIBERTECT	USA	Hobbs Bonded Fibers NA, LLC	12/16/2008	3547778
DREAM COTTON	USA	Hobbs Bonded Fibers NA, LLC	05/12/1998	2156494

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
THE TUSCANY COLLECTION	USA	Hobbs Bonded Fibers, LLC	09/25/2012	4213249
DREAM GREEN	USA	Hobbs Bonded Fibers NA, LLC	02/13/2018	5398886

Licenses