

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kirkland's Inc.		01/25/2024	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	1903P Loan Agent, LLC		
Street Address:	101 Huntington Avenue, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3992852	KIRKLAND'S	
Registration Number:	2312426	THE KIRKLAND COLLECTION	
Registration Number:	1450144	KIRKLAND'S	
Registration Number:	2769247	KIRKLAND'S HOME	
Registration Number:	2819618	KIRKLAND'S OUTLET	
Registration Number:	4476218	LOVE THE POSSIBILITIES. LOVE THE PRICE.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	alison.hutchings@gtlaw.com		
Correspondent Name:	Alison Hutchings		
Address Line 1:	2200 Ross Avenue, Suite 5200		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Alison Hutchings		
SIGNATURE:	/s/ Alison Hutchings		
DATE SIGNED:	01/25/2024		
Total Attachments: 5			
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OP \$165.00 3992852

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

January 25, 2024

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KIRKLAND'S, INC., a Tennessee corporation (the "Grantor"), hereby grant to 1903P LOAN AGENT, LLC, in its capacity as the collateral agent for the credit parties under the Security Agreement referred to below (in such capacity, the "Grantee"), a continuing security interest in the following:

- (i) all of the Grantor's right, title and interest in, to and under each of the United States and foreign trademarks and trademark applications (the "Marks") including without limitation, those set forth on Schedule A attached hereto;
- (ii) each trademark license, including, without limitation, each trademark license set forth on Schedule A attached hereto, together with all goodwill associated therewith ("Trademark Licenses");
- (iii) all proceeds and products of the Marks and Trademark Licenses, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any Mark or Trademark License;
- (iv) the goodwill of the businesses with which the Marks are associated; and
- (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or Trademark Licenses or unfair competition regarding the same, (items (i) through (iv) being herein collectively referred to as the "Trademark Collateral").

THIS security interest is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of January 25, 2024 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement").

The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the United States Patent record this Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any

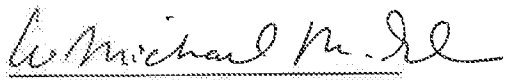
jurisdictions other than the laws of the State of New York. The parties hereto: (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought to the nonexclusive jurisdiction of the courts of the state of New York sitting in the borough of Manhattan and of the United States District Court of the Southern District of New York and any appellate court from any thereof; (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts; and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTOR:

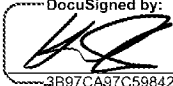
KIRKLAND'S, INC., as Grantor

By: 
Name: W. Michael Madden
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008327 FRAME: 0752


1903P LOAN AGENT, LLC,
as Grantee

By: 
Name: Kyle Shonak
Title: Manager

SCHEDULE A

TRADEMARK COLLATERAL

1. Owned –

Trademark	Registration #	Serial #	Date Filed	Int. Class	LSG ID	Reg./Filed
KIRKLAND'S	3,992,852	85-189-225	11/4/2010	35	86508	7/12/2011
THE KIRKLAND COLLECTION	2,312,420	75-425-158	1/28/1998	35	52090	1/28/2000
	1,455,144	73-628,649	7/28/1987	42	44058	7/28/1987
KIRKLAND'S HOME	2,768,247	78-152-914	9/30/2003	35	55816	9/30/2003
KIRKLAND'S OUTLET	2,818,618	78-152-920	8/8/2002	35	55817	3/2/2004
LOVE THE POSSIBILITIES. LOVE THE PRICE.	4,476,218	85-880-310	3/19/2013			1/28/2014

2. Licensed – NONE.