

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Online Stores, Inc.		06/22/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	UPS Capital Corporation		
Street Address:	35 Glenlake Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4125184	SUPER KNIT	
Registration Number:	4125292	SUPER KNIT	
Registration Number:	4125181	SUPER TOUGH	
Registration Number:	3005368	SAFETY GIRL	
Registration Number:	3650611	RUGGED BLUE	
Registration Number:	3871875	ENGLISH TEA STORE ONLINE STORES.COM	
Registration Number:	3762143	UNITED STATES FLAG STORE	
Registration Number:	3280677	TOYSPLASH	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	4590-185		

CH \$215.00 4125184

NAME OF SUBMITTER:	Harrison J. Roberts
SIGNATURE:	/hjr/
DATE SIGNED:	06/24/2015
Total Attachments: 5 source=Online TSA#page1.tif source=Online TSA#page2.tif source=Online TSA#page3.tif source=Online TSA#page4.tif source=Online TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 22nd day of June, 2015, between **ONLINE STORES, INC.**, a Pennsylvania corporation ("Grantor"), and **UPS CAPITAL CORPORATION**, a Delaware corporation (together with its successors and assigns, "Lender").

Recitals:

Grantor desires to obtain loans and other financial accommodations from Lender pursuant to that certain Revolving Loan and Security Agreement dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, each other Person that becomes a Borrower after the date hereof in accordance with the Loan Agreement and Lender.

Under the terms of the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. Grant of Security. Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (but expressly excluding intent-to-use trademarks to the extent solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this Agreement secures the performance of all Obligations of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, the payment of all amounts that constitute part of the Obligations and that would be owed by Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

4. **Recordation.** Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

[Remainder of page intentionally left blank;
signatures appear on the following page.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

GRANTOR:

Address for Notices:

Online Stores, Inc.
1000 Westinghouse Drive, Suite 1
New Stanton, Pennsylvania 15672
Attn: Chief Executive Officer
Facsimile: (412) 774-2445

ONLINE STORES, INC.

By: 
Name: **Kevin Hickey**
Title: Chief Executive Officer


[CORPORATE SEAL]

[Signatures continue on the following page]

Address for Notices:

UPS Capital Corporation
35 Glenlake Parkway, Suite 340
Atlanta, Georgia 30328
Attn: GABL Portfolio Management
Facsimile: (404) 704-1501

UPS CAPITAL CORPORATION

By: 
Name: **John B. Adams**
Title: Director of Credit and Underwriting

with a copy (which shall not constitute notice) to:

UPS Capital Corporation
35 Glenlake Parkway, Suite 500
Atlanta, Georgia 30328
Attn: Legal Department
Facsimile: (404) 828-3710

Exhibit A

United States Trademarks

Owner: Online Stores, Inc.

<u>Trademark</u>	<u>Status in Trademark Office</u>	<u>Registration/Application No.</u>
Super Knit	Registered	4125184, 4125292
Super Tough	Registered	4125181
Safety Girl	Registered	3005368
Rugged Blue	Registered	3650611
English Tea Stores	Registered	3871875
United States Flag Store	Registered	3762143
Toysplash	Registered	3280677