

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409167

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|---|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wholesale Interiors Inc. | | 12/14/2016 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 10 South Dearborn | | |
| Internal Address: | Floor L2, Suite IL1-0480 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4325823 | BAXTON STUDIO AFFORDABLE MODERN DESIGN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122076400 | | |
| <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: | 312-207-1000 | | |
| Email: | ipdocket-chi@reedsmith.com | | |
| Correspondent Name: | Matthew R. Limbert | | |
| Address Line 1: | 10 South Wacker Drive | | |
| Address Line 2: | Reed Smith, LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Matthew R. Limbert | | |
| SIGNATURE: | /Matthew R. Limbert/ | | |
| DATE SIGNED: | 12/15/2016 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 4325823

GRANT OF TRADEMARK SECURITY INTEREST

December 14, 2016

WHEREAS, Wholesale Interiors Inc., an Illinois corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) by and among Grantor, the other Loan Parties party thereto and JPMorgan Chase Bank, N.A. (“Lender”), Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor, 1915 Baxton LLC, an Illinois limited liability company (“1915 Baxton”), Baxton Holding LLC (“Baxton Holding”; and together with Grantor and 1915 Baxton, collectively, the “Grantors”), Grantors have created in favor of Lender and the other Secured Parties a security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender and the other Secured Parties pursuant to the Security Agreement, Grantor hereby grants to Lender and the other Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to the trademarks owned by Grantor as set forth on Schedule A (collectively, the “Trademarks”); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered as of the date first set forth above.

WHOLESALE INTERIORS INC., an Illinois corporation

By 

Name: Haowei Shen

Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

| Owner | Trademark/Description | Registration/ Application No. | Registration/ Appl. Date |
|--------------------------|---|--|-------------------------------------|
| Wholesale Interiors Inc. | Baxton Studio Affordable Modern Design | 43,25,823 | April 23, 2013 |