

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Closet USA, LLC		05/31/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Source Capital Credit Opportunities IV, LP		
Street Address:	3060 Peachtree Road NW		
Internal Address:	Suite 1830		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76122235	CAROLINA CLOSET	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-244-6380		
Email:	sarah.wills@hklaw.com		
Correspondent Name:	Jimar A. Sanders		
Address Line 1:	c/o Holland & Knight LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	837487.27473		
NAME OF SUBMITTER:	Jimar Sanders		
SIGNATURE:	/JIMAR SANDERS/		
DATE SIGNED:	06/07/2023		
Total Attachments: 3			
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OP \$40.00 76122235

MEMORANDUM OF SECURITY AGREEMENT
(Trademarks)


May 31, 2023
(the "Effective Date")

Pursuant to that certain Loan and Security Agreement, dated as of December 21, 2022 (as amended and in effect immediately prior to the date hereof, collectively, the "Loan Agreement"), Carolina Closet USA, LLC, a South Carolina limited liability company, has granted to Source Capital Credit Opportunities IV, LP, a Delaware limited partnership (the "Secured Party"), on behalf of the Lenders (as defined in the Loan Agreement), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Loan Agreement), including the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be and shall be terminated only in accordance with the terms of the Loan Agreement.

[Signature Appears on the Following Page]

Dated: As of the Effective Date

CAROLINA CLOSET USA, LLC,
a South Carolina limited liability company

By: 
Name: Michael Lonergan
Title: Authorized Person

SCHEDULE 1

<u>TRADEMARK</u>	<u>OWNER</u>	<u>ISSUE DATE</u>	<u>U.S. APPLICATION SERIAL NUMBER</u>
Carolina Closet	Carolina Closet USA, LLC	06/25/2002	76122235