

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitmor, Inc.		10/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gibraltar Business Capital, LLC		
Street Address:	400 Skokie Boulevard		
Internal Address:	Suite 375		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3865970	BRINGING ORGANIZATION HOME	
Registration Number:	4709779	EASY-LIFT	
Registration Number:	2891723	POP AND FOLD	
Registration Number:	2943830	RATTIQUE	
Registration Number:	3980612	RATTIQUE	
Registration Number:	2907051	SCORCH-COAT	
Registration Number:	2936276	SPACEMAKER	
Registration Number:	3765498	SPACEMAKER	
Registration Number:	5307840	SPACEMAKER	
Registration Number:	2909260	SURE-GRIP	
Registration Number:	1908527	WHITMOR	
Registration Number:	3462308	WHITMOR	
Registration Number:	6009306	WHITMOR	
Registration Number:	3801220	WHITMOR BRINGING ORGANIZATION HOME	
Registration Number:	6337031	CLIP & CUBE	
Registration Number:	6438098	EASY-LIFT	
Registration Number:	6992109	SPACEMAKER	

CH \$440.00 3865970

CORRESPONDENCE DATA**Fax Number:**

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: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	207698.011100
NAME OF SUBMITTER:	Brittiny Slicker
SIGNATURE:	/Brittiny Slicker/
DATE SIGNED:	10/10/2023

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated as of October 6, 2023, is between the Person listed on the signature pages hereof (the “Grantor”) and Gibraltar Business Capital, LLC, a Delaware limited liability company (the “Lender”).

WHEREAS, **WHITMOR, INC.**, a Delaware corporation (“Whitmor”), **WHITMOR HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **WHITMOR INTERNATIONAL HOLDINGS, LLC**, a Delaware limited liability company (“International Holdings”), **WHITMOR MEXICO HOLDINGS, LLC**, a Delaware limited liability company (“Mexico Holdings”), and certain of their Affiliates (as defined in the Loan Agreement), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Loan Agreement”), with Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, 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 IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the patents and patent applications set forth in Schedule A hereto;
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (c) the copyright registrations and applications set forth in Schedule C hereto;
- (d) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(e) 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;

(f) any and all claims for damages, other payments and/or 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, payments or other relief; and

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

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance of all Obligations when due (whether at stated maturity, by acceleration or otherwise).

Section 3. Recordation; Release. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement. Lender agrees to record (at the Grantor's expense) a release of this IP Security Agreement upon satisfaction, repayment, or payment in full of the Obligations in accordance with Section 1.9 of the Loan Agreement.

Section 4. Grants, Rights and Remedies. This IP Security 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. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

Section 5. Counterparts; Electronic or Telecopied Signatures. This IP Security Agreement and any waiver or amendment hereto may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed and delivered by telecopier or other facsimile transmission or in "pdf" format all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be given in the form and manner provided in the Loan Agreement, and, if to Lender, shall be mailed, sent, or delivered to Lender at its address as specified in the Loan Agreement and, if to Grantor, shall be mailed, sent or delivered in care of Borrowers in accordance with the notice provisions set forth in Loan Agreement.


Section 7. GOVERNING LAW; VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 11.5, 11.6, AND 11.10 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

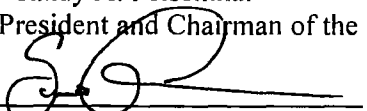
GRANTOR:

WHITMOR, INC.

By: 

Name: Sandy A. Felsenthal

Title: President and Chairman of the Board

By: 


Name: Scott W. Felsenthal

Title: Chief Executive Officer

[WHITMOR—INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 008223 FRAME: 0282

GIBRALTAR BUSINESS CAPITAL, LLC, as
Lender

By: 
Name: S.N. Thomas
Title: Authorized Signatory

[WHITMOR—INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 008223 FRAME: 0283

SCHEDULE A

PATENTS

Owner	Country	Patent Name	Registration/Application Number
Whitmor, Inc.	United States	Folding Shoe Rack	7,762,406
Whitmor, Inc.	United States	Multi-Orientation Stacking Riser	D661,575
Whitmor, Inc.	United States	Shoe Rack	D707,978
Whitmor, Inc.	United States	Side Support for a Cart	D726,987
Whitmor, Inc.	United States	Shoe Rack	D723,295
Whitmor, Inc.	United States	Hanger	D723,290
Whitmor, Inc.	United States	Ironing Organizer	D717,011
Whitmor, Inc.	United States	Double Rod Garment Rack	D753,940
Whitmor, Inc.	United States	Two-Tier Garment Rack	D750,401
Whitmor, Inc.	United States	3-Tier Shelving Unit	D759,997
Whitmor, Inc.	United States	Alphabet Tote	D756,651
Whitmor, Inc.	United States	Sure Grip Hanger	D765,432
Whitmor, Inc.	United States	Window Box Storage Unit	D838,479
Whitmor, Inc.	United States	Shoe Rack	D798,067
Whitmor, Inc.	United States	Drying Rack	D801,613
Whitmor, Inc.	Canada	Shoe Rack	CA170150
Whitmor, Inc.	United States	Shoe Rack	9,756,939
Whitmor, Inc.	United States	Connector Apparatus	10,561,236
Whitmor, Inc.	United States	Ironing Board Lock	D801,160
Whitmor, Inc.	United States	Vacuum Bag Seal Cap	D845,762
Whitmor, Inc.	United States	Shoe Rack	D841,374
Whitmor, Inc.	Canada	Shoe Rack	CA2,959,924
Whitmor, Inc.	United States	Shoe Rack	10,499,733
Whitmor, Inc.	United States	Hanger and Storage Unit	D837,557
Whitmor, Inc.	United States	Tote	D841,329
Whitmor, Inc.	United States	Drying Rack	10,557,227
Whitmor, Inc.	United States	Tote	D815,834
Whitmor, Inc.	United States	Over the Door Ironing Board	D814,132
Whitmor, Inc.	United States	Over-the-Door Hanging Shelf	D853,745

Whitmor, Inc.	United States	Over-the-Door Hanging Shelf	D853,746
Whitmor, Inc.	United States	5-Tier Organizer	D869,162
Whitmor, Inc.	United States	Tiered Hanger	D844,335
Whitmor, Inc.	United States	Iron and Board Caddy	D891144
Whitmor, Inc.	United States	Organizer Shelf	D844,352
Whitmor, Inc.	United States	Wardrobe with Storage Departments	D887,188
Whitmor, Inc.	United States	Wire Shelving	D860,691
Whitmor, Inc.	United States	Hanger and Storage Unit	10,398,223
Whitmor, Inc.	United States	Over-the-Door Storage Organizer	10,568,421
Whitmor, Inc.	United States	Laundry Valet Rod	D929,061
Whitmor, Inc.	United States	Over machine garment rack	D895,331
Whitmor, Inc.	United States	Window Box Storage Unit	29/671,277
Whitmor, Inc.	United States	Tiered hanger	11,045,030
Whitmor, Inc.	United States	Tiered hanger	D873,035
Whitmor, Inc.	United States	Shelf for Shoes and Other Articles	D904,808
Whitmor, Inc.	Canada	Shelf for Shoes and Other Articles	191197
Whitmor, Inc.	United States	Tiered hanger	29/716,563
Whitmor, Inc.	United States	Over-the-Door Storage Organizer	10,856,657
Whitmor, Inc.	United States	Wardrobe with Storage Compartments	D946,327
Whitmor, Inc.	United States	Wardrobe with Storage Unit	11,013,319
Whitmor, Inc.	European Union	Junction clips	001479323-0001
Whitmor, Inc.	European Union	Modular Shelving	008071302-0001
Whitmor, Inc.	Canada	Clip and cube shelving unit	197487
Whitmor, Inc.	Mexico	Clip and cube shelving unit	65448
Whitmor, Inc.	United States	Glove and Mitten Dryer	D944,483
Whitmor, Inc.	United States	Shelf for Shoes and Other Articles	11,246,409
Whitmor, Inc.	United States	Lift off storage device and organizer	11,572,092

Whitmor, Inc.	United States	Luggage Rack with Shelves	11,638,480
Whitmor, Inc.	United States	Pivot Adjustable Shoe Rack	11,464,330
Whitmor, Inc.	Canada	Shelf for Shoes and Other Articles	3,091,787
Whitmor, Inc.	United States	Laundry Valet Rod	17/410,999
Whitmor, Inc.	United States	Collapsible hamper with swinging lid	29/809,632
Whitmor, Inc.	United States	Modular Shelf	17/890,183
Whitmor, Inc.	United States	Collapsible hamper with swinging lid	17/964,017
Whitmor, Inc.	United States	Drawer divider	63/426,687
Whitmor, Inc.	United States	Drawer dividers	29/860,508
Whitmor, Inc.	United States	Iron Caddy	63/464,154
Whitmor, Inc.	United States	Iron Caddy	29/891,388
Whitmor, Inc.	United States	Hanging Organizer (6 pocket)	29/892,279
Whitmor, Inc.	United States	24 Pocket Organizer	29/892,545
Whitmor, Inc.	United States	Expanding Bar Shoe Rack	63/472,412
Whitmor, Inc.	United States	Hanging Compartmental Accessory Holder	18/212,691
Whitmor, Inc.	United States	Garment Steamer Bag	18/224,493
Whitmor, Inc.	United States	Flocked hanger clips	18/225,858

SCHEDULE B

TRADEMARKS

Owner	Country	Trademark Name	Registration / Application Number	Notes
Whitmor, Inc.	United States	BRINGING ORGANIZATION HOME	3,865,970	
Whitmor, Inc.	United States	EASY-LIFT	4,709,779	
Whitmor, Inc.	United States	POP AND FOLD	2,891,723	
Whitmor, Inc.	Canada	RATTIQUE	TMA865,212	
Whitmor, Inc.	United States	RATTIQUE	2,943,830	
Whitmor, Inc.	United States	RATTIQUE	3,980,612	
Whitmor, Inc.	United States	SCORCH-COAT	2,907,051	
Whitmor, Inc.	United States	SPACEMAKER	2,936,276	
Whitmor, Inc.	United States	SPACEMAKER	3,765,498	
Whitmor, Inc.	United States	SPACEMAKER	5,307,840	
Whitmor, Inc.	United States	SURE-GRIP	2,909,260	
Whitmor, Inc.	Mexico	WHITMOR	2067000	
Whitmor, Inc.	Mexico	WHITMOR	1644771	
Whitmor, Inc.	Mexico	WHITMOR	1465691	
Whitmor, Inc.	Mexico	WHITMOR	1462380	
Whitmor, Inc.	Mexico	WHITMOR	1607012	
Whitmor, Inc.	United States	WHITMOR	1,908,527	
Whitmor, Inc.	United States	WHITMOR	3,462,308	
Whitmor, Inc.	Canada	WHITMOR	TMA824,103	

Whitmor, Inc.	Korea	WHITMOR	40-1620318	
Whitmor, Inc.	United States	WHITMOR	6,009,306	
Whitmor, Inc.	Taiwan	WHITMOR	02051879	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	15125993	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	15125994	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	8955444	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	8955430	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	8946384	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	8899601	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	8535152	
Whitmor, Inc.	China	WHITMOR (& DESIGN)	8144457	
Whitmor, Inc.	Hong Kong	WHITMOR BRINGING ORGANIZATION HOME	302802816	
Whitmor, Inc.	United States	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	3,801,220	
Whitmor, Inc.	Russia	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	487304	
Whitmor, Inc.	Mexico	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)(IC 22)	1300141	
Whitmor, Inc.	Canada	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	TMA824,777	

Whitmor, Inc.	Mexico	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)(IC 21)	1280108	
Whitmor, Inc.	China	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	9109076	
Whitmor, Inc.	Mexico	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	1313912	
Whitmor, Inc.	China	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	9109079	
Whitmor, Inc.	Mexico	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	1282986	
Whitmor, Inc.	China	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	9109078	
Whitmor, Inc.	India	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	2130500	
Whitmor, Inc.	China	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	9109077	
Whitmor, Inc.	European Union	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	009934878	
Whitmor, Inc.	United Kingdom	WHITMOR BRINGING ORGANIZATION HOME (& DESIGN)	UK00909934878	
Whitmor, Inc.	Mexico	WHITMOR MEXICO MANUFACTURING	2046732	
Whitmor, Inc.	United States	CLIP & CUBE	6337031	

Whitmor, Inc.	United States	EASY-LIFT	6438098	
Whitmor, Inc.	Vietnam	WHITMOR	390083	
Whitmor, Inc.	Panama	WHITMOR	299585-01	
Whitmor, Inc.	Panama	WHITMOR BRINGING ORGANIZATION HOME (& design)	299586-01	
Whitmor, Inc.	Int'l Reg	BATH BOUTIQUE	1628926	Whitmor has made the decision to abandon this international registration and all designations associated with same
Whitmor, Inc.	Int'l Reg	CHATHAM HOME	1644112	Whitmor has made the decision to abandon this international registration and all designations associated with same
Whitmor, Inc.	Int'l Reg	SIERRA HOME	1640980	Whitmor has made the decision to abandon this international registration and all designations associated with same
Whitmor, Inc.	European Union Designation	BATH BOUTIQUE	W01628926	Whitmor has made the decision to abandon this reg/desig.

Whitmor, Inc.	European Union Designation	CHATHAM HOME	W01644112	Whitmor has made the decision to abandon this reg/desig.
Whitmor, Inc.	European Union Designation	SIERRA HOME	W01640980	Whitmor has made the decision to abandon this reg/desig.
Whitmor, Inc.	United Kingdom Designation	BATH BOUTIQUE	WO00000016289 26	Whitmor has made the decision to abandon this reg/desig.
Whitmor, Inc.	United Kingdom Designation	CHATHAM HOME	WO00000016441 12	Whitmor has made the decision to abandon this reg/desig.
Whitmor, Inc.	United Kingdom Designation	SIERRA HOME	WO00000016409 80	Whitmor has made the decision to abandon this reg/desig.
Whitmor, Inc.	Canadian Designation	BATH BOUTIQUE	2149835	Whitmor has made the decision to abandon this app/desig.
Whitmor, Inc.	Canadian Designation	CHATHAM HOME	2165407	Whitmor has made the decision to abandon this app/desig.
Whitmor, Inc.	Canadian Designation	SIERRA HOME	TMA1196050	Whitmor has made the decision to abandon this reg/desig.
Whitmor, Inc.	United States	SPACEMAKER	6,992,109	

SCHEDULE C

COPYRIGHTS

Owner	Country	Copyright Name	Registration/Application Number
Whitmor, Inc.	United States	Commercial Garment Rack	VA0002024131
Whitmor, Inc.	United States	Geowheel Pattern	VA0002049029
Whitmor, Inc.	United States	Knit-Stitch Pattern	VA0002056969
Whitmor, Inc.	United States	Whitmor Heart Pattern Design	VA0002026546

SCHEDULE D

COPYRIGHT AGREEMENTS

None.

ACTIVE 689214854v5

RECORDED: 10/10/2023

**TRADEMARK
REEL: 008223 FRAME: 0293**