

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4513573

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR'S NAME FROM "SURE FIR HOME PRODUCTS LLC (FKA SURE FIT, INC.)" TO "SURE FIT HOME PRODUCTS LLC (FKA SURE FIT, INC.)" previously recorded on Reel 043042 Frame 0704. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Execution Date
SF HOME DECOR, LLC	07/13/2017
SURE FIT OUTDOOR LLC	07/13/2017
SPENCER N. ENTERPRISES, INC.	07/13/2017
SURE FIT HOME DECOR HOLDINGS CORP.	07/13/2017
SPENCER INTERMEDIATE HOLDINGS CORP.	07/13/2017
SURE FIT HOME PRODUCTS LLC (FKA SURE FIT, INC.)	07/13/2017

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS AGENT
Street Address:	225 W. WASHINGTON STREET
Internal Address:	21ST FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	6116685
Patent Number:	6263523
Patent Number:	7124451
Patent Number:	7637567
Patent Number:	7512997
Patent Number:	7472954
Patent Number:	7422281
Patent Number:	7360834
Patent Number:	7857384
Patent Number:	7780232
Patent Number:	7959227
Patent Number:	8215501

PATENT

Property Type	Number
Patent Number:	8991625
Patent Number:	8505749
Application Number:	14484889
Application Number:	15063981
Application Number:	15138762
Patent Number:	D489249
Patent Number:	D498663
Patent Number:	D557590
Patent Number:	D567637
Patent Number:	D552455
Patent Number:	D575976
Patent Number:	D565395
Patent Number:	D590698
Patent Number:	D722488
Patent Number:	D748920

CORRESPONDENCE DATA

Fax Number: (312)558-5700

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: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: MICHELLE FOY, WINSTON & STRAWN LLP

Address Line 1: 35 WEST WACKER DRIVE

Address Line 2: SUITE 4200

Address Line 4: CHICAGO, ILLINOIS 60601-7903

ATTORNEY DOCKET NUMBER:	86111.19
NAME OF SUBMITTER:	MICHELLE FOY
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	07/20/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 16

source=Request for Correction to Recordal Sure Fit#page1.tif
source=Request for Correction to Recordal Sure Fit#page2.tif
source=Request for Correction to Recordal Sure Fit#page3.tif
source=Request for Correction to Recordal Sure Fit#page4.tif
source=Request for Correction to Recordal Sure Fit#page5.tif
source=Request for Correction to Recordal Sure Fit#page6.tif
source=Request for Correction to Recordal Sure Fit#page7.tif
source=Request for Correction to Recordal Sure Fit#page8.tif
source=Request for Correction to Recordal Sure Fit#page9.tif

source=Request for Correction to Recordal Sure Fit#page10.tif
source=Request for Correction to Recordal Sure Fit#page11.tif
source=Request for Correction to Recordal Sure Fit#page12.tif
source=Request for Correction to Recordal Sure Fit#page13.tif
source=Request for Correction to Recordal Sure Fit#page14.tif
source=Request for Correction to Recordal Sure Fit#page15.tif
source=Request for Correction to Recordal Sure Fit#page16.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>SF HOME DECOR, LLC</td> <td>07/13/2017</td> </tr> <tr> <td>SURE FIR HOME PRODUCTS LLC (FKA SURE FIT, INC.)</td> <td>07/13/2017</td> </tr> <tr> <td>SURE FIT OUTDOOR LLC</td> <td>07/13/2017</td> </tr> <tr> <td>SPENCER N. ENTERPRISES, INC.</td> <td>07/13/2017</td> </tr> <tr> <td>SURE FIT HOME DECOR HOLDINGS CORP.</td> <td>07/13/2017</td> </tr> <tr> <td>SPENCER INTERMEDIATE HOLDINGS CORP.</td> <td>07/13/2017</td> </tr> </tbody> </table>		Name	Execution Date	SF HOME DECOR, LLC	07/13/2017	SURE FIR HOME PRODUCTS LLC (FKA SURE FIT, INC.)	07/13/2017	SURE FIT OUTDOOR LLC	07/13/2017	SPENCER N. ENTERPRISES, INC.	07/13/2017	SURE FIT HOME DECOR HOLDINGS CORP.	07/13/2017	SPENCER INTERMEDIATE HOLDINGS CORP.	07/13/2017										
Name	Execution Date																								
SF HOME DECOR, LLC	07/13/2017																								
SURE FIR HOME PRODUCTS LLC (FKA SURE FIT, INC.)	07/13/2017																								
SURE FIT OUTDOOR LLC	07/13/2017																								
SPENCER N. ENTERPRISES, INC.	07/13/2017																								
SURE FIT HOME DECOR HOLDINGS CORP.	07/13/2017																								
SPENCER INTERMEDIATE HOLDINGS CORP.	07/13/2017																								
RECEIVING PARTY DATA																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS AGENT</td> </tr> <tr> <td>Street Address:</td> <td>225 W. WASHINGTON STREET</td> </tr> <tr> <td>Internal Address:</td> <td>21ST FLOOR</td> </tr> <tr> <td>City:</td> <td>CHICAGO</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> </table>		Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS AGENT	Street Address:	225 W. WASHINGTON STREET	Internal Address:	21ST FLOOR	City:	CHICAGO	State/Country:	ILLINOIS	Postal Code:	60606												
Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS AGENT																								
Street Address:	225 W. WASHINGTON STREET																								
Internal Address:	21ST FLOOR																								
City:	CHICAGO																								
State/Country:	ILLINOIS																								
Postal Code:	60606																								
PROPERTY NUMBERS Total: 27																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7959227</td> </tr> <tr> <td>Patent Number:</td> <td>7857384</td> </tr> <tr> <td>Patent Number:</td> <td>7780232</td> </tr> <tr> <td>Patent Number:</td> <td>7637567</td> </tr> <tr> <td>Patent Number:</td> <td>7472954</td> </tr> <tr> <td>Patent Number:</td> <td>7422281</td> </tr> <tr> <td>Patent Number:</td> <td>D575976</td> </tr> <tr> <td>Patent Number:</td> <td>7360834</td> </tr> <tr> <td>Patent Number:</td> <td>6116685</td> </tr> <tr> <td>Application Number:</td> <td>14484889</td> </tr> <tr> <td>Application Number:</td> <td>15138762</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7959227	Patent Number:	7857384	Patent Number:	7780232	Patent Number:	7637567	Patent Number:	7472954	Patent Number:	7422281	Patent Number:	D575976	Patent Number:	7360834	Patent Number:	6116685	Application Number:	14484889	Application Number:	15138762
Property Type	Number																								
Patent Number:	7959227																								
Patent Number:	7857384																								
Patent Number:	7780232																								
Patent Number:	7637567																								
Patent Number:	7472954																								
Patent Number:	7422281																								
Patent Number:	D575976																								
Patent Number:	7360834																								
Patent Number:	6116685																								
Application Number:	14484889																								
Application Number:	15138762																								

Application Number:	15063981
Patent Number:	D748920
Patent Number:	8991625
Patent Number:	D722488
Patent Number:	8505749
Patent Number:	8215501
Patent Number:	D590698
Patent Number:	7512997
Patent Number:	D567637
Patent Number:	D565395
Patent Number:	D557590
Patent Number:	D552455
Patent Number:	7124451
Patent Number:	D498663
Patent Number:	D489249
Patent Number:	6263523

CORRESPONDENCE DATA

Fax Number: (312)558-5700

Phone: (312) 558-6352

Email: mfoy@winston.com

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.

Correspondent Name: MICHELLE FOY, WINSTON & STRAWN LLP

Address Line 1: 35 WEST WACKER DRIVE

Address Line 2: SUITE 4200

Address Line 4: CHICAGO, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	86111.19
NAME OF SUBMITTER:	MICHELLE FOY
Signature:	/Michelle Foy/
Date:	07/19/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page1.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page2.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page3.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page4.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page5.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page6.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page7.tif

source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page8.tif
source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page9.tif

RECEIPT INFORMATION

EPAS ID: PAT4510284
Receipt Date: 07/19/2017

U.S. PATENT SECURITY AGREEMENT

THIS U.S. PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 13, 2017, is among SF HOME DÉCOR, LLC, a Delaware limited liability company ("SF Home Décor"), SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.), a Delaware limited liability company ("Sure Fit"), SURE FIT OUTDOOR LLC, a Delaware limited liability company ("Sure Fit Outdoor"), SPENCER N. ENTERPRISES, INC., a California corporation ("Spencer"), SURE FIT HOME DÉCOR HOLDINGS CORP., a Delaware corporation ("Parent"), SPENCER INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Spencer Intermediate," and collectively with SF Home Décor, Sure Fit, Sure Fit Outdoor and Parent, the "Grantors"), and Goldman Sachs Private Middle Market Credit LLC (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of July 13, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantors (collectively with any other borrowers from time to time party to the Loan Agreement, the "Borrowers"), the guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Agent, the Lenders have agreed to provide Loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under all Collateral, including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that the Agent, on behalf of the Secured Parties, shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in the Patent Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Patents

The Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under all patents, to the extent included in the Collateral, including but not limited to the patents listed on Schedule A, in each

case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

Section 7. Intercreditor Agreement

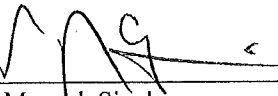
Notwithstanding anything herein to the contrary, the Agent and the Grantors acknowledge that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

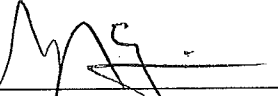
IN WITNESS WHEREOF, the parties hereto have caused this U.S. Patent Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTORS:

SURE FIT HOME DÉCOR HOLDINGS CORP.

By: 
Name: Mayank Singh
Title: Treasurer and Secretary

SF HOME DÉCOR, LLC

By: 
Name: Mayank Singh
Title: Treasurer and Secretary

SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.)

By: _____
Name: Charles F. Kuehne
Title: Vice President and Chief Financial Officer

SURE FIT OUTDOOR LLC

By: _____
Name: Charles F. Kuehne
Title: Vice President and Chief Financial Officer

SPENCER INTERMEDIATE CORP.

By: _____
Name: Charles F. Kuehne
Title: Treasurer and Chief Financial Officer

SPENCER N. ENTERPRISES, INC.

By: _____
Name: Charles F. Kuehne
Title: Treasurer and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this U.S. Patent Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTORS:

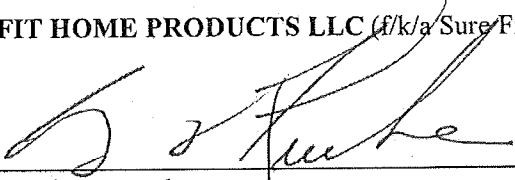
SURE FIT HOME DÉCOR HOLDINGS CORP.

By: _____
Name: Mayank Singh
Title: Treasurer and Secretary

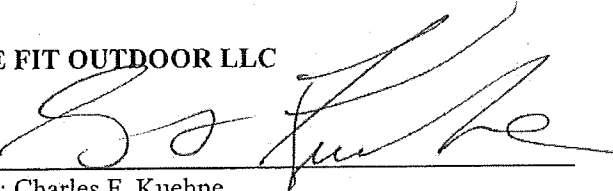
SF HOME DÉCOR, LLC

By: _____
Name: Mayank Singh
Title: Treasurer and Secretary

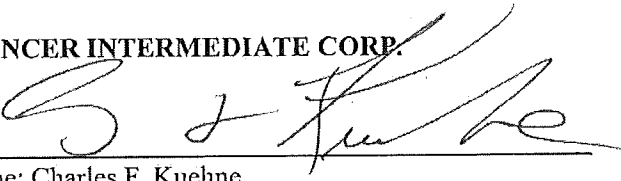
SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.)

By: _____
Name: Charles F. Kuehne
Title: Vice President and Chief Financial Officer

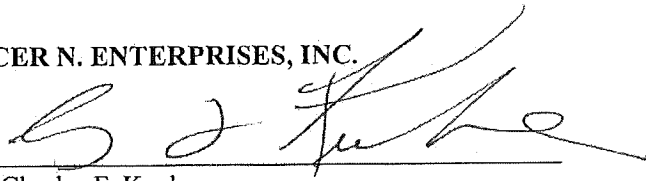
SURE FIT OUTDOOR LLC

By: _____
Name: Charles F. Kuehne
Title: Vice President and Chief Financial Officer

SPENCER INTERMEDIATE CORP.

By: _____
Name: Charles F. Kuehne
Title: Treasurer and Chief Financial Officer

SPENCER N. ENTERPRISES, INC.

By: _____
Name: Charles F. Kuehne
Title: Treasurer and Chief Financial Officer

AGENT:

**GOLDMAN SACHS PRIVATE MIDDLE MARKET
CREDIT LLC**

By: 
Name: Brendan McGovern
Title: Authorized Signatory

**SCHEDULE A
TO
U.S. PATENT SECURITY AGREEMENT**

UNITED STATES REGISTERED PATENTS

Description	Application No.	Application Date	Publication / Registration No.	Publication / Registration Date	Owner/ Applicant
KNIT FORM-FIT SLIPCOVER FOR A RECLINER	12206019	9/8/08	7959227	6/14/11	Sure Fit, Inc.
SEMI-CUSTOM FIT SLIPCOVER	12142464	6/19/08	7857384	12/28/10	Sure Fit, Inc.
THREE-PIECE KNIT FORM-FIT SLIPCOVER	12205609	9/5/08	7780232	8/24/10	Sure Fit, Inc.
ADJUSTABLE SLIP COVER FOR SOFAS	10892700	7/15/04	7637567	12/29/09	Sure Fit, Inc.
SEMI-CUSTOM FIT SLIPCOVER	11245791	10/6/05	7472954	1/6/09	Sure Fit, Inc.
KNIT FORM-FIT SLIPCOVER	11285916	11/23/05	7422281	9/9/08	Sure Fit, Inc.
BANQUET CHAIR COVER	29293803	12/11/07	D575976	9/2/08	Sure Fit, Inc.
REVERSIBLE SLIPCOVER	11341796	1/26/06	7360834	4/22/08	Sure Fit Inc.
UNITARY SLIPCOVER WITH STRAIGHT FRONT SKIRT	09206572	12/7/98	6116685	9/12/00	Sure Fit, Inc.
COVER WITH VERTICALLY STRETCHABLE SIDE PANELS AND HORIZONTALLY STRETCHABLE CORNER PANELS	14484889	9/12/14	20160073798	3/17/16	Sure Fit, Inc.

Description	Application No.	Application Date	Publication / Registration No.	Publication / Registration Date	Owner/ Applicant
COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER	15138762	4/26/16			Sure Fit, Inc.
COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER AND METHOD OF USING SAME	15063981	3/8/16			Sure Fit, Inc.
PET THROW	29501699	9/8/14	D748920 S	2016-02-09	Sure Fit, Inc.
ADJUSTABLE CURTAIN ROD ASSEMBLY	13462332	5/2/12	8991625	3/31/15	Focus Products Group International, LLC
COMBINED CLOTHESLINE AND PAIR OF MOUNTING BRACKETS FOR A SHOWER CURTAIN ROD	29449459	3/15/13	D722488	2/17/15	Focus Products Group International, LLC
ADJUSTABLE CURTAIN ROD	13490361	6/6/12	8505749	8/13/13	Focus Products Group International, LLC
ADJUSTABLE CURTAIN ROD	12536110	8/5/09	8215501	7/10/12	Focus Products Group International, LLC
SHOWER ROD BRACKET	29302729	1/23/08	D590698	4/21/09	Focus Products Group International, LLC

Description	Application No.	Application Date	Publication / Registration No.	Publication / Registration Date	Owner/ Applicant
SHOWER CURTAIN BAR	11216286	8/31/05	7512997	4/7/09	Focus Products Group International, LLC
SHOWER ROD BRACKET	29249411	10/5/06	D567637	4/29/08	Focus Products Group International, LLC
SHOWER ROD BRACKET	29295996	10/11/07	D565395	4/1/08	Focus Products Group International, LLC
SHOWER ROD BRACKET	29248598	8/23/06	D557590	12/18/07	Focus Products Group International, LLC
CURVED SHOWER ROD BRACKET	29254730	2/28/06	D552455	10/9/07	Focus Products Group International, LLC
GRAB BAR FOR SHOWER AND THE LIKE	10874061	6/22/04	7124451	10/24/06	Focus Products Group International, LLC
SHOWER CURTAIN ROD	29204011	4/23/04	D498663	11/23/04	Focus Products Group International, LLC
SHOWER CURTAIN HOOK	29185114	6/23/03	D489249	5/4/04	Focus Products Group International, LLC
SHOWER ENCLOSURE SYSTEM	09452775	12/2/99	6263523	7/24/01	Focus Products Group International, LLC

UNITED STATES PATENT APPLICATIONS

Owner	Description	Application No.	Application Date
Sure Fit Inc.	COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER	15138762	4/26/16
Sure Fit Inc.	COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER AND METHOD OF USING SAME	15063981	3/8/16
Focus Products Group International, LLC	EZ ON RING	Pending	5/18/17

CANADIAN REGISTERED PATENTS

None.

CANADIAN PATENT APPLICATIONS

Owner	Country	Application Title	Status	Application Number	Filing Date	Patent Number	Grant Date
Sure Fit Inc.	Canada	COVER WITH VERTICALLY STRETCHABLE SIDE PANELS AND HORIZONTALLY STRETCHABLE CORNER PANELS	Application	2,960,651	2015-09-10		
Sure Fit Inc.	Canada	COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER	Application	2,959,653	2017-03-01		