

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5587502

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
THIRTY-ONE GIFTS LLC		06/20/2019
RECEIVING PARTY DATA		
Name:	THE HUNTINGTON NATIONAL BANK, AS ADMINISTRATIVE AGENT	
Street Address:	917 EUCLID AVENUE, CM64	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44114	
PROPERTY NUMBERS Total: 22		
Property Type	Number	
Patent Number:	9307814	
Application Number:	14267710	
Patent Number:	9626708	
Patent Number:	D711096	
Patent Number:	D717043	
Patent Number:	D717041	
Patent Number:	D783287	
Patent Number:	D787364	
Patent Number:	D716717	
Patent Number:	D752861	
Patent Number:	D759372	
Patent Number:	D832579	
Patent Number:	D717040	
Application Number:	29564814	
Application Number:	29564975	
Application Number:	29672686	
Application Number:	29672694	
Application Number:	29672698	
Application Number:	29672706	
Application Number:	29672708	

PATENT

Property Type	Number
Application Number:	29672715
Application Number:	29672721

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: SYLVIA KOWALSKI

Address Line 1: 222 NORTH LASALLE STREET - 24TH FLOOR

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	45570000011-SHAW-TALANKI
NAME OF SUBMITTER:	SYLVIA KOWALSKI
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	06/24/2019

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of this 20th day of June, 2019, by THIRTY-ONE GIFTS LLC, an Ohio limited liability company ("Grantor"), in favor of THE HUNTINGTON NATIONAL BANK, as administrative agent and collateral agent for itself and the Lenders (in such capacities, "Agent");

W I T N E S S E T H:

WHEREAS, Grantor, certain affiliates of Grantor from time to time party thereto, Agent and certain lenders from time to time party thereto are parties to a certain Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, by Lenders; and

WHEREAS, pursuant to the Credit Agreement, Grantor granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent registrations and patent applications and all renewals, extensions and continuations of the foregoing (the "Patents"), together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill connected with the use of, and symbolized by, each Patent; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any patent.

3. Termination. This Agreement shall remain in full force and effect until all of the Obligations shall have been irrevocably and indefeasibly paid in full in cash and the Loan Documents shall have been terminated.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

THIRTY-ONE GIFTS LLC

By: 
David R. Baumgartner
Vice President - Finance

Signature Page to Patent
Security Agreement

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PATENT
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Agreed and Accepted as of the Date First
Written Above

AGENT:

THE HUNTINGTON NATIONAL BANK

By: Heather Wah
Heather Wah
Vice President

Signature Page to Patent
Security Agreement

CHICAGO/#3322443

PATENT
REEL: 049567 FRAME: 0954

SCHEDULE A

PATENT REGISTRATIONS

Patent	Database	Registration/ Application Number	Registration/ Application Date	Status	Owner
Convertible tote purse		9,307,814 / 13/945,959	04-12-2016 / 07-19-2013	Registered	Thirty-One Gifts LLC
Crossbody utility bag with convertible strap system		14/267,710	05-01-2014	Pending	Thirty-One Gifts LLC
Photographic mementos		9,626,708 / 13/862,652	04-18-2017 / 04-15-2013	Registered	Thirty-One Gifts LLC
Tote		D711,096 / 29/462,414	08-19-2014 / 08-02-2013	Registered	Thirty-One Gifts LLC
Backpack purse		D717,043 / 29/460,933	11-11-2014 / 07-17-2013	Registered	Thirty-One Gifts LLC
Convertible tote purse		D717,041 / 29/460,935	11-11-2014 / 07-17-2013	Registered	Thirty-One Gifts LLC
Convertible organizer		D783,287 / 29/549,423	04-11-2017 / 2-22-2015	Registered	Thirty-One Gifts LLC
Necklace clasp		D787,364 / 29/531,639	05-23-2017 / 06-29-2015	Registered	Thirty-One Gifts LLC
Combined car tissue and trash bin		D716,717 / 29/461,543	11-04-2014 / 07-24-2013	Registered	Thirty-One Gifts LLC
Utility tote panel insert		D752,861 / 29/493,802	04-05-2016 / 06-13-2014	Registered	Thirty-One Gifts LLC
Utility tote panel insert		D759,372 / 29/495,009	06-21-2016 / 06-26-2014	Registered	Thirty-One Gifts LLC
Utility tote with panel insert		D832,579 / 29/555,086	11-06-2018 / 02-18-2016	Registered	Thirty-One Gifts LLC
Utility tote		D717,040 / 29/466,841	11-11-2014 / 09-12-2013	Registered	Thirty-One Gifts LLC
Utility tote panel insert*		29/564,814	05-16-2016	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/564,975	05-17-2016	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/672,686	12-07-2018	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/672,694	12-07-2018	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/672,698	12-07-2018	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/672,706	12-07-2018	Pending	Thirty-One Gifts LLC

Utility tote panel insert*		29/672,708	12-07-2018	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/672,715	12-07-2018	Pending	Thirty-One Gifts LLC
Utility tote panel insert*		29/672,721	12-07-2018	Pending	Thirty-One Gifts LLC

**currently pending an not available for public inspection*