

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilton Industries, Inc.		02/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4103189	I TAUGHT MYSELF KNITTING	
Registration Number:	4081352	I TAUGHT MYSELF TO CROCHET	
Registration Number:	4746351	I TAUGHT MYSELF TO LOOM KNIT	
Registration Number:	5296675	I TAUGHT MYSELF TO QUILT	
Registration Number:	4998896	I TAUGHT MYSELF	
Serial Number:	87306053	ADVANCE SELECT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	02/20/2018		

OP \$165.00 4103189

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wilton Industries, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 6, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 10 South Wacker Drive

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43081

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

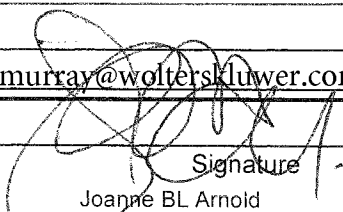
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Joanne BL Arnold

Name of Person Signing

February 6, 2018

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Supplement”), made as February 6, 2018, by and between WILTON INDUSTRIES, INC. (the “Pledgor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the “Collateral Agent”). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Pledgor and Collateral Agent are parties to the Trademark Security Agreement, dated as of December 22, 2016 (as supplemented hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “Trademark Security Agreement”) and recorded with the Trademark Division of the United States Patent and Trademark Office on December 29, 2016 at Reel/Frame 5955/0339;

WHEREAS, the Pledgor owns the additional Trademarks registered or filed with the United States Patent and Trademark Office described in Schedule A hereto and made a part hereof (collectively, the “Additional Trademarks”); and

WHEREAS, the Pledgor wishes to grant a security interest in the Additional Trademarks to Collateral Agent, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and Collateral Agent hereby agree as follows:

1. Supplement to Trademark Security Agreement. Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended and supplemented to include, in addition and not by way of limitation, the Additional Trademarks.
2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to the Collateral Agent set forth in the Trademark Security Agreement, the Pledgor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien and security interest in and to all of its right, title and interest in, to and under the Additional Trademarks.
3. Effect of this Supplement. Except as expressly amended and supplemented pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof, and the Additional Trademarks shall be deemed to be “Trademarks” thereunder. To the extent any term or provision of this Supplement conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Supplement shall control. This Supplement and the Trademark Security Agreement shall be read and construed as one agreement. This Supplement shall constitute a Credit Document (as defined in the ABL Credit Agreement).
4. Counterparts. This Supplement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same instrument, and any party hereto may execute this Supplement by signing and delivering one or more counterparts. This Supplement may be

delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to Trademark Security Agreement to be executed and delivered as of the day and year first above written.

PLEDGOR:

WILTON INDUSTRIES, INC.

By: 


Name: Ahna Severts

Title: SVP, General Counsel & Secretary

ACCEPTED AND ACKNOWLEDGED:

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Kai Soranzen
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Owner	Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
Wilton Industries, Inc.	I TAUGHT MYSELF KNITTING	United States	Registered	85-277138	03/25/11	4103189	02/21/12
Wilton Industries, Inc.	I TAUGHT MYSELF TO CROCHET	United States	Registered	85-277147	03/25/11	4081352	01/03/12
Wilton Industries, Inc.	I Taught Myself to Loom Knit	United States	Registered	86-253464	04/16/14	4746351	06/02/15
Wilton Industries, Inc.	I Taught Myself to Quilt	United States	Registered	86-249792	04/11/14	5296675	09/26/17
Wilton Industries, Inc.	I Taught Myself	United States	Registered	86-389196	09/09/14	4998896	07/12/16
Wilton Industries, Inc.	Advance Select	United States	Pending	87306053	01/18/17		