

02/12/2015

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (ex p. 8/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

2/11/15

103671209

To the director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies)/Execution Date(s):

Gracious (IP) LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other: Limited Liability Company
- Citizenship (see guidelines) Delaware
- Execution Date(s) February 10, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Signature Bank

Internal Address: _____

Street Address: 565 Fifth Avenue

City: New York

State: New York

Country: USA

Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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)

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO
B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers 0974
Expiration Date 03/17
- b. Deposit Account Number _____
Authorized User Name: _____

02/13/2015 DTIMBERL 00000002 78962787

9. Signature:

Signature

Michael G. Realna

Name of Person Signing

01 FC:8521

02 FC:8522

2/11/2015

Date

Total number of pages including cover sheet, attachments, and document. 12

Documents to be recorded (including cover sheet) should be faxed to (703) 208-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TO

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Serial #	Registration #	Registration Date	Trademark
78962707	3264838	07/17/2007	GRACIOUS HOME
77554726	3807720	06/22/2010	GRACIOUS HOME EST. 1963
77554673	3828911	08/03/2010	GRACIOUS HOME
77153793	3351799	12/11/2007	GRACIOUS HOME
77125552	3351201	12/11/2007	GRACIOUS HOME
75256102	2152208	04/21/1998	LOOK NO FURTHER
72388157	0947721	11/21/1972	GRACIOUS HOME

3586358.1

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of February 10, 2015, is made by **GRACIOUS (IP) LLC**, a Delaware limited liability company ("Grantor") in favor of **SIGNATURE BANK** ("Lender"), and is being delivered in connection with that certain General Security Agreement, dated of even date herewith ("General Security Agreement"), made by Grantor and certain affiliates of Grantor in favor of Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to an affiliate of Grantor, Gracious Home LLC and any other affiliate or subsidiary that may become a co-borrower under such financing arrangements from time to time ("Borrower");

WHEREAS, Grantor, pursuant to a Guaranty Agreement, has guaranteed the obligations of Borrower arising under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Guaranty Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the General Security Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral");

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which

an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the General Security Agreement, which is hereby incorporated by reference. The provisions of the General Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the General Security Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under General Security Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

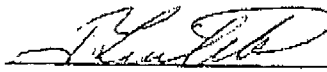
9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the General Security Agreement.

[Signature page follows]

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

GRACIOUS (IP) LLC, as Grantor

By:



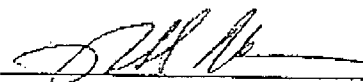
Name: James Linsalata

Title: Chief Financial Officer

[Trademark Security Agreement]

AGREED TO AND ACCEPTED:

SIGNATURE BANK,
as Lender

By:  _____

Name: Robert Wallace

Title: Authorized Signatory

[Trademark Security Agreement]

TRADEMARK
REEL: 005459 FRAME: 0553

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that GRACIOUS (IP) LLC, a Delaware limited liability company ("Grantor") hereby appoints SIGNATURE BANK ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the General Security Agreement, Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the General Security Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Guaranteed Obligations, as such terms are defined in the General Security Agreement.

Dated as of _____.

GRACIOUS (IP) LLC, as Grantor

By: _____
Name:
Title:

[Exhibit A - Trademark Security Agreement]

**SCHEDULE I
TRADEMARKS AND TRADEMARK APPLICATIONS**

SEE ATTACHED.

[Schedule I - Trademark Security Agreement]

**TRADEMARK
REEL: 005459 FRAME: 0555**

SCHEDULE OF TRADEMARKS
For filing of Trademark Security Agreement with USPTO

Serial #	Registration #	Registration Date	Trademark
78962707	3264838	07/17/2007	GRACIOUS HOME
77554726	3807720	06/22/2010	GRACIOUS HOME EST. 1963
77554673	3828911	08/03/2010	GRACIOUS HOME
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77125552	3351201	12/11/2007	GRACIOUS HOME
75256102	2152208	04/21/1998	LOOK NO FURTHER
72388157	0947721	11/21/1972	GRACIOUS HOME

3585927 1

Gracious (IP) LLC – Intellectual Property

Trademarks

GRACIOUS HOME (Registration No. 947,721)

GRACIOUS HOME

(Registration No. 3,807,720)

GRACIOUS HOME (Registration No. 3,264,838)

GRACIOUS HOME

(Registration No. 3,351,799)

GRACIOUS HOME

(Registration No. 3,408,659) for credit card services; and

GRACIOUS HOME

(Registration No. 3,828,911)

Americas Retail Flagship Fund LLC

Treatment Report By Title
 Select Criteria
 Case No: 0815975
 Status: ACTIVE
 Display Options
 Active: Next Due
 Goods: AM

Period: 10/17/2014

COUNTRY	REFERENCE #	FILCD	APP #	REG DT	REG #	STATUS	CLASSES
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GRACIOUS HOME

EUROPEAN UNION (E.U.)	0815975.00013	4/19/2000	001619774	4/26/2002	001619774	REGISTERED	42
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CURRENT DUE ACTION
 12/14/2014 PCA

CLASS DESCRIPTION
 42 Retail gift, hardware, houseware and home furnishing store services.

UNITED STATES	0815975.00002	4/11/97	72388,157	11/21/1992	547,721	REGISTERED	042
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CURRENT DUE ACTION
 1/27/2021 RENEWAL TY REMINDER

CLASS DESCRIPTION
 042 RETAIL GIFT, HARDWARE, HOUSEWARES AND HOME FURNISHING STORE SERVICES

UNITED STATES	0815975.00003	8/29/2008	75962,707	7/17/2007	3,264,538	REGISTERED	035
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CURRENT DUE ACTION
 7/17/2018 RENEWAL TY REMINDER

CLASS DESCRIPTION
 035 online retail store services in the field of retail gift, hardware, houseware and home furnishings

UNITED STATES	0815975.00005	3/8/2007	77425,952	12/11/2007	3,351,201	REGISTERED	005
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CURRENT DUE ACTION
 12/11/2018 RENEWAL TY REMINDER

CLASS DESCRIPTION
 005 Pipe Fittings

GRACIOUS HOME & Design

UNITED STATES	0815975.00010	4/11/2007	77163,793	12/11/2007	3,351,799	REGISTERED	036
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CURRENT DUE ACTION
 12/11/2018 RENEWAL TY REMINDER

CLASS DESCRIPTION
 036 Retail store services in the field of gift, hardware, houseware and home furnishings

UNITED STATES	0815975.00006	8/25/2008	77554,671	03/09/10	3,820,311	REGISTERED	001, 003, 004, 008, 009, 011, 020, 021, 024, 025, 035
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CURRENT DUE ACTION
 03/09/18 6/15 FINAL DEADLINE

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES																						
							<table border="1"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>Chemicals for use as paper for the prevention of leaching</td> </tr> <tr> <td>003</td> <td>Home care for perfume, hair soap, skin soap, bath salts, body cream, moisturizers, hand cream, skin lotion, hair and body wash, shampoo, deodorant, perfume,ologne, body spray, essential oils for use in the manufacture of scented products, and room fragrances, namely, room incense and perfume of sachets; cleaning preparations, namely, floor tile cleaners and floor tile polishes</td> </tr> <tr> <td>004</td> <td>Hand tools, namely, screwdrivers and screwdriver bits</td> </tr> <tr> <td>009</td> <td>Light bulbs</td> </tr> <tr> <td>011</td> <td>Flashlights, lamps, lampshades and sockets</td> </tr> <tr> <td>020</td> <td>Picture frames and decorative plaques; framed decorative mirrors</td> </tr> <tr> <td>021</td> <td>Home care for a full line of non-metal and non-precious metal housewares, namely, plates, cups, mugs, saucers, bowls, creamers, sugar bowls, teaspoons, coffee pots, serving platters, apron racks, oven-toaster butter dishes, salt shakers, pepper shakers, egg owers, pickers, soup tureens, oil filters, craps, flower pots, vases and vase trays, wastebasket baskets, ceramic sweep-brush covers, candlepots, stringing glasses, namely, furniture, soap dishes, toothbrush holders, skin and hand lotion dispensers for home use, pens, pensets, fabric plastic brushes and pencil brushes and sponges for household purposes</td> </tr> <tr> <td>024</td> <td>Home care for a full line of domestic textiles, namely, dinner napkins, cocktail napkins, placemats, tablecloths, shower curtains, bath towels, hand towels, bath sheets, washcloths, bed sheet sets, bed and bed sheets, pillowcases, pillow shams, duvet covers, quilt covers, bed covers, bed covers, bed covers and coversets, ornamental items used for decorating, namely, bedspreads, bedspreads and coversets, ornamental items used for decorating, namely, bedspreads, bedspreads and coversets</td> </tr> <tr> <td>035</td> <td>Online retail and retail store services in the field of retail gift, hardware, house wares and home furnishings</td> </tr> <tr> <td>036</td> <td>Credit card services</td> </tr> </tbody> </table>	CLASS	DESCRIPTION	001	Chemicals for use as paper for the prevention of leaching	003	Home care for perfume, hair soap, skin soap, bath salts, body cream, moisturizers, hand cream, skin lotion, hair and body wash, shampoo, deodorant, perfume,ologne, body spray, essential oils for use in the manufacture of scented products, and room fragrances, namely, room incense and perfume of sachets; cleaning preparations, namely, floor tile cleaners and floor tile polishes	004	Hand tools, namely, screwdrivers and screwdriver bits	009	Light bulbs	011	Flashlights, lamps, lampshades and sockets	020	Picture frames and decorative plaques; framed decorative mirrors	021	Home care for a full line of non-metal and non-precious metal housewares, namely, plates, cups, mugs, saucers, bowls, creamers, sugar bowls, teaspoons, coffee pots, serving platters, apron racks, oven-toaster butter dishes, salt shakers, pepper shakers, egg owers, pickers, soup tureens, oil filters, craps, flower pots, vases and vase trays, wastebasket baskets, ceramic sweep-brush covers, candlepots, stringing glasses, namely, furniture, soap dishes, toothbrush holders, skin and hand lotion dispensers for home use, pens, pensets, fabric plastic brushes and pencil brushes and sponges for household purposes	024	Home care for a full line of domestic textiles, namely, dinner napkins, cocktail napkins, placemats, tablecloths, shower curtains, bath towels, hand towels, bath sheets, washcloths, bed sheet sets, bed and bed sheets, pillowcases, pillow shams, duvet covers, quilt covers, bed covers, bed covers, bed covers and coversets, ornamental items used for decorating, namely, bedspreads, bedspreads and coversets, ornamental items used for decorating, namely, bedspreads, bedspreads and coversets	035	Online retail and retail store services in the field of retail gift, hardware, house wares and home furnishings	036	Credit card services
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GRACIOUS HOME EST. 1963 & Design

UNITED STATES	0815875.00008	0725/2008	77654,725	02/24/09	3,807,720	REGISTERED	035
	CURRENT DUE	ACTION					
	02/20/18	015 FINAL DEADLINE					
	CLASS	DESCRIPTION					
	035	online retail and retail store services in the field of retail gift, hardware, house wares and home furnishings					

LOOK NO FURTHER

UNITED STATES	0815875.00012	04/21/97	75256,102	02/11/98	2,152,208	REGISTERED	035
	CURRENT DUE	ACTION					
	02/20/17	RENEWAL BY REMINDER					
	CLASS	DESCRIPTION					
	035	retail store services in the field of hardware, housewares and home furnishings					

END OF REPORT

TOTAL ITEMS SELECTED: 2