

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Essex Technology Group, LLC		02/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4036329	ESSEX BARGAIN HUNT	
Registration Number:	3961518	ESSEX	
Registration Number:	4602332	BARGAIN HUNT SUPERSTORES	
Registration Number:	3433145	ECAP	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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:	404-443-5735		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Adam Monich, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree St., N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2070144-0005 BARGAIN HUNT		
NAME OF SUBMITTER:	Latosha E. Allen		
SIGNATURE:	/Latosha E. Allen/		
DATE SIGNED:	02/01/2016		
Total Attachments: 6			

OP \$115.00 4036329

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2016, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of AB Private Credit Investors LLC, in its capacity as administrative agent and collateral agent for the Lenders under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement), each Grantor has pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks, including, without limitation, the Trademarks listed on Schedule I hereto, (ii) its Patents, including, without limitation, the Patents listed on Schedule II hereto and (iii) its Copyrights, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (collectively, the “**Intellectual Property**”). Until the Termination Date (as defined in Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, each Grantor hereby grants to the Agent a security interest in all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this Intellectual Property Security Agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ESSEX TECHNOLOGY GROUP, LLC

By: 

Name: Robert Lynn Echols Jr.

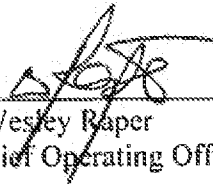
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005720 FRAME: 0481

ACCEPTED AND ACKNOWLEDGED BY:

AB PRIVATE CREDIT INVESTORS LLC,
as Agent

By:  _____
Name: Wesley Raper
Title: Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

**Schedule I
Trademarks**

U.S. Trademark Registrations and Applications

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
ESSEX BARGAIN HUNT	85194902 December 10, 2010	4036329 October 4, 2011	Registered
ESSEX	85130320 September 15, 2010	3961518 May 17, 2011	Registered
BARGAIN HUNT SUPERSTORES	85867739 March 5, 2013	4602332 September 9, 2014	Registered
ECAP	78864743 April 19, 2006	3433145 May 20, 2008	Registered

Schedule II
Patents

United States Patent Registrations and Applications

1. Registrations

None.

2. Applications

None.

Schedule III
Copyrights

United States Copyright Registrations and Applications

1. Registrations

Title	Reg. No./ Reg. Date	Status
IMAP	TXu001197656 August 12, 2004	Registered

2. Applications

None.