

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plow & Hearth, LLC		11/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87090696	CHALKSCAPES	
Serial Number:	87100312	SUN SHADE POP-UP POOL	
Serial Number:	87100373	HALFPENNY	
Serial Number:	87100317	SKYCURVE	
Serial Number:	87100318	GLOW WILD	
Serial Number:	87169819	SHENANDOAH OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F166929		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		

OP \$165.00 87090696

DATE SIGNED:	12/01/2016
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Total Attachments: 4

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NINTH SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Ninth Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 28 day of November, 2016 by **PLOW & HEARTH, LLC**, a Delaware limited liability company (the "Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated January 6, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0563 (as amended of record from time to time, hereinafter, the "Existing Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein), as supplemented pursuant to the First Supplement to Grant of Security Interest in United States Trademarks dated October 31, 2014 and recorded on November 18, 2014 at Reel 5402, Frame 0916, as further supplemented pursuant to the Second Supplement to Grant of Security Interest in United States Trademarks dated February 13, 2015 and recorded on February 18, 2015 at Reel 5461, Frame 0527, as further supplemented pursuant to the Third Supplement to Grant of Security Interest in United States Trademarks dated May 15, 2015 and recorded on May 29, 2015 at Reel 5525, Frame 0136, as further supplemented pursuant to the Fourth Supplement to Grant of Security Interest in United States Trademarks dated November 25, 2015 and recorded on November 25, 2015 at Reel 5676, Frame 0974, as further supplemented pursuant to the Fifth Supplement to Grant of Security Interest in United States Trademarks dated January 29, 2016 and recorded on February 16, 2016 at Reel 5731, Frame 0906, as further supplemented pursuant to the Sixth Supplement to Grant of Security Interest in United States Trademarks dated April 12, 2016 and recorded on April 12, 2016 at Reel 5769, Frame 0790, as further supplemented pursuant to the Seventh Supplement to Grant of Security Interest in United States Trademarks dated April 29, 2016 and recorded on May 24, 2016 at Reel 5800, Frame 0519 and as further supplemented pursuant to the Eighth Supplement to Grant of Security Interest in United States Trademarks dated July 29, 2016 and recorded on August 4, 2016 at Reel 5847, Frame 0450 (collectively, the "TM Supplements," and together with the Existing Grant, collectively, the "Grant"); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as


supplemented pursuant to the TM Supplements), and (ii) the Marks referenced on Schedule A-1 annexed hereto.

3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

PLOW & HEARTH, LLC, as Grantor

By: 
Name: DANA PAPPAS
Title: CFO.

[Signature Page to Ninth Supplement to Grant of Security Interest in United States Trademarks]

SCHEDULE A-1

Mark	App. No/Reg. No	App./Reg. Date	Owner
Chalkscapes	87090696	7/01/16	Plow & Hearth, LLC
Sunshade Pop-Up Pool	87100312	7/12/16	Plow & Hearth, LLC
Halfpenny	87100373	7/12/16	Plow & Hearth, LLC
SkyCurve	87100317	7/12/16	Plow & Hearth, LLC
Glow Wild	87100318	7/12/16	Plow & Hearth, LLC
Shenandoah Outdoor	87169819	9/13/16	Plow & Hearth, LLC