

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triangle Home Fashions, LLC		03/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1290 Avenue of tthe Americas, Suite 914		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5036497	DREAM SAVER	
Registration Number:	4859092	HALF MOON	
Registration Number:	3999968	HOMEBOUTIQUE	
Registration Number:	4257213	L' AMOUR ETERNEL	
Registration Number:	4156790	STUDIO J	
Registration Number:	3858044	ESSENTIAL LIVING	
Registration Number:	3632585	EXPRESS	
Registration Number:	5369664	PEANUT BUTTER & JELLY	
Registration Number:	5369942	PB&J	
Registration Number:	3738918	LUSH DÉCOR	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,Faisal.Kraziem@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$265.00 5036497

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	03/14/2018
Total Attachments: 6 source=Triangle_Garrison_SecurityAgreement#page1.tif source=Triangle_Garrison_SecurityAgreement#page2.tif source=Triangle_Garrison_SecurityAgreement#page3.tif source=Triangle_Garrison_SecurityAgreement#page4.tif source=Triangle_Garrison_SecurityAgreement#page5.tif source=Triangle_Garrison_SecurityAgreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 9, 2018, by the undersigned (the "Grantor"), in favor of GARRISON LOAN AGENCY SERVICES LLC ("GLAS"), in its capacity as Agent for the Lenders (defined below) (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Triangle Home Fashions Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), the Grantor, as Borrower, certain subsidiaries of Holdings party thereto as Guarantors from time to time, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders have agreed to make Advances for the benefit of Borrower; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement;

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

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any

successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Facsimile or portable document format (.pdf) signatures or any other electronic transmission of a signature hereto shall be effective as originals.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.3 AND 17.1 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTOR:

TRIANGLE HOME FASHIONS, LLC

By : 

Name: Jenny Zhu Cohen


Title: Chief Executive Officer

[Triangle Home Fashions Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0812

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By: 
Name: _____
Title: Matthew J Lambert
Vice President

[Signature Page to Triangle Home Fashions Trademark Security Agreement]

#55470100

TRADEMARK
REEL: 006291 FRAME: 0813

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT¹

TRADEMARK REGISTRATIONS

#	Name	Serial Number	Reg. Number	Word Mark	Live/Dead	Reg. Date
1	Triangle Home Fashions, LLC	86897110	5036497	DREAM SAVER	LIVE	09/06/16
2	Triangle Home Fashions, LLC	86602018	4859092	HALF MOON	LIVE	11/24/15
3	Triangle Home Fashions, LLC	85118049	3999968	HOMEBOUQUE	LIVE	07/19/11
4	Triangle Home Fashions, LLC	85604673	4257213	L' AMOUR ETERNEL	LIVE	12/11/12
5	Triangle Home Fashions, LLC	85344020	4156790	STUDIO J	LIVE	06/12/12
6	Triangle Home Fashions, LLC	77809694	3858044	ESSENTIAL LIVING	LIVE	10/05/10
7	Triangle Home Fashions, LLC	77410425	3632585	EXPRESS	LIVE	06/02/09
8	Triangle Home Fashions, LLC	87476351	5369664	PEANUT BUTTER & JELLY	LIVE	01/02/18
9	Triangle Home Fashions, LLC	87479901	5369942	PB&J	LIVE	01/02/18
10	Triangle Home Fashions, LLC	77639530	3738918	LUSH DÉCOR	LIVE	01/19/10

¹ To be included upon review of Intellectual Property schedules from company.

	LLC					
11	Triangle Home Fashions, LLC	International	TMA925851	LUSH DÉCOR (Canada)	LIVE	01/13/16
12	Triangle Home Fashions, LLC	International	1369887	LUSH DÉCOR (Spain)	LIVE	02/19/18
13	Triangle Home Fashions, LLC	International	10385235	LUSH DÉCOR (China)	LIVE	12/30/11