

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HH Group Holdings US, Inc.		07/31/2018	Corporation: DELAWARE
Heritage Home Group, LLC		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commerical Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	5459843	MS	
Registration Number:	1239470	LA BARGE	
Registration Number:	1239471	LA BARGE	
Registration Number:	2336532	MAITLAND-SMITH	
Registration Number:	2249914	MAITLAND-SMITH	
Registration Number:	1011240	PEARSON	
Registration Number:	4442158	PEARSON	
Registration Number:	3955484	SALEM RODS	
Registration Number:	3670166	COH	
Registration Number:	4699238	COV	
Registration Number:	3645130	CUSTOMER'S OWN HARDWARE	
Registration Number:	4926592	CUSTOMER'S OWN HARDWARE	
Registration Number:	4701657	CUSTOMER'S OWN VENEER	
Registration Number:	3596071	HC	
Registration Number:	0985949	HICKORY CHAIR	
Registration Number:	0783203	HISTORICAL JAMES RIVER PLANTATIONS	
Registration Number:	4419993	M2M	
TRADEMARK			

OP \$2290.00 5459843

Property Type	Number	Word Mark
Registration Number:	0917662	CIRCA
Registration Number:	0908590	FOLIO
Registration Number:	3806725	HENREDON
Registration Number:	2893518	HENREDON
Registration Number:	1022715	DREXEL
Registration Number:	0962559	DREXEL
Registration Number:	5373692	DREXEL
Registration Number:	4258620	DREXEL HERITAGE
Registration Number:	5317529	AMERICAN NOUVEAU
Registration Number:	2644391	CHANGEABLES
Registration Number:	2449564	COLOR CAFE
Registration Number:	5074562	ELEMENTS & ORIGINS
Registration Number:	4998589	MARKETPLACE BY THOMASVILLE
Registration Number:	2782526	RENOVATIONS
Registration Number:	4092244	SPECIAL ADDITIONS
Registration Number:	3898025	STYLE@WORK BY THOMASVILLE
Registration Number:	4165204	THOMASVILLE
Registration Number:	3141738	THOMASVILLE
Registration Number:	4679753	THOMASVILLE
Registration Number:	4165205	THOMASVILLE
Registration Number:	4018367	THOMASVILLE
Registration Number:	3141739	THOMASVILLE
Registration Number:	1151730	THOMASVILLE
Registration Number:	4025821	THOMASVILLE
Registration Number:	5515109	THOMASVILLE BEDROOM WORKS
Registration Number:	5515107	THOMASVILLE BEDROOM WORKS
Registration Number:	5520768	THOMASVILLE BEDROOM WORKS
Registration Number:	5515108	THOMASVILLE BEDROOM WORKS
Registration Number:	2555117	THOMASVILLE CABINETRY
Registration Number:	3437841	THOMASVILLE FLOORING
Registration Number:	3141740	THOMASVILLE LIGHTING
Registration Number:	5048289	THOMASVILLE MARKETPLACE
Registration Number:	5053267	THOMASVILLE MARKETPLACE
Registration Number:	5313155	THOMASVILLE PILLOW PLUSH
Registration Number:	4466841	VIA THOMASVILLE
Registration Number:	4429143	VIA THOMASVILLE
Registration Number:	2273834	WORKSTYLES
Registration Number:	2777319	ATTIC HEIRLOOMS

Property Type	Number	Word Mark
Registration Number:	1319405	BROYHILL
Registration Number:	1446458	BROYHILL
Registration Number:	0658809	BROYHILL
Registration Number:	4240270	BROYHILL
Registration Number:	4422791	BROYHILL
Registration Number:	5462558	BROYHILL
Registration Number:	2509955	BROYHILL LEATHER
Registration Number:	5515388	BROYHILL NO WORRIES
Registration Number:	5233212	CLOUD 44
Registration Number:	1761401	
Registration Number:	4422790	
Registration Number:	5054796	TANNER'S CHOICE
Registration Number:	1456548	THE GOOD NIGHT SLEEPER BY BROYHILL
Serial Number:	87430118	DREXEL
Serial Number:	87430134	DREXEL
Serial Number:	87430264	DREXEL
Serial Number:	87430277	DREXEL
Serial Number:	87430290	DREXEL
Serial Number:	87430309	DREXEL
Serial Number:	87343349	STUDIO EIGHTEEN
Serial Number:	87343364	STUDIO NINETEEN
Serial Number:	87342573	STUDIO SEVENTEEN
Serial Number:	87343373	STUDIO TWENTY
Serial Number:	87343378	STUDIO TWENTY-ONE
Serial Number:	87590443	STUDIO 1904
Serial Number:	87234418	STYLE@WORK
Serial Number:	87592149	THOMASVILLE EST. NINETEEN HUNDRED FOUR S
Serial Number:	87186411	THOMASVILLE LEATHER WORKS
Serial Number:	87871401	DESIGNER RABBIT DESIGNER RABBIT
Serial Number:	87753667	THOMASVILLE MARKETPLACE
Serial Number:	87942987	THOMASVILLE MOTION WORKS
Serial Number:	87943683	THOMASVILLE MOTION WORKS AND DESIGN
Serial Number:	87753243	SIMPLY ENTERTAINING BY BROYHILL
Serial Number:	87403510	SPRING DOWN BY BROYHILL
Serial Number:	87403497	SPRING DOWN BY BROYHILL
Serial Number:	87943068	BURTON PARK

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006417 FRAME: 0011**

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13082
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	08/16/2018
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of PNC Bank, National Association (“PNC”), as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Debtor-in-Possession Credit Agreement, dated as of July 31, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HH GLOBAL II B.V., a Dutch private limited liability company, HH GROUP HOLDING US, INC., a Delaware corporation, HERITAGE HOME GROUP LLC (the “Borrower”), the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Debtor-in-Possession Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

HERITAGE HOME GROUP LLC


By: 
Name: Robert Albergotti
Title: Interim Chief Financial Officer

HHG GLOBAL DESIGNS LLC

By: 
Name: Robert Albergotti
Title: Interim Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: *THOMAS F. KARLOV*
Title: *S.V.P.*

A2-5

074658.13082/110841081v.3

TRADEMARK
REEL: 006417 FRAME: 0016

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

- A. REGISTERED TRADEMARKS [See attached]
- B. TRADEMARK APPLICATIONS [See attached]

<u>Mark</u>	<u>Country</u>	<u>File Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Interlocking MS logo	UNITED STATES	09/22/2016	5,459,843	5/1/2018
LA BARGE	UNITED STATES	10/26/1981	1,239,470	05/24/1983
LA BARGE	UNITED STATES	10/26/1981	1,239,471	05/24/1983
MATTLAND-SMITH	UNITED STATES	09/08/1997	2,336,532	03/28/2000
MATTLAND-SMITH	UNITED STATES	02/26/1996	2,249,914	06/01/1999
PEARSON	UNITED STATES	06/24/1974	1,011,240	05/20/1975
PEARSON	UNITED STATES	01/26/2012	4,442,158	12/03/2013
SALEM RODS	UNITED STATES	10/22/2009	3,955,484	05/03/2011
COH	UNITED STATES	12/14/2007	3,670,166	08/18/2009
COV (stylized)	UNITED STATES	07/16/2014	4,699,238	03/10/2015
CUSTOMER'S OWN	UNITED STATES	12/14/2007	3,645,130	06/23/2009
HARDWARE				
CUSTOMER'S OWN	UNITED STATES	08/11/2015	4,926,592	03/29/2016
HARDWARE				
CUSTOMER'S OWN	UNITED STATES	07/16/2014	4,701,657	03/10/2015
HC (and design)	UNITED STATES	12/14/2007	3,596,071	03/24/2009
HICKORY CHAIR	UNITED STATES	09/28/1972	985,949	06/11/1974
HISTORICAL JAMES RIVER PLANTATIONS	UNITED STATES	02/24/1964	783,203	01/12/1965
M2M	UNITED STATES	12/28/2010	4,419,993	10/15/2013
CIRCA	UNITED STATES	02/02/1970	917,662	08/03/1971
FOLIO	UNITED STATES	02/02/1970	0908590	02/23/1971
HIENREDON	UNITED STATES	10/30/2009	3,806,725	06/22/2010
HIENREDON	UNITED STATES	10/10/2003	2,893,518	10/12/2004
DREXEL	UNITED STATES	02/07/1974	1,022,715	10/14/1975
DREXEL	UNITED STATES	03/12/1971	962,559	07/03/1973
DREXEL (stylized)	UNITED STATES	05/10/2017	5,373,692	1/9/2018
DREXEL HERITAGE	UNITED STATES	08/12/2011	4,258,620	12/11/2012
AMERICAN NOUVEAU	UNITED STATES	06/12/2015	5,317,529	10/24/2017
CHANGEABLES	UNITED STATES	08/06/2001	2,644,391	10/29/2002
COLOR CAFE	UNITED STATES	05/14/1998	2,449,564	05/08/2001
elements & origins	UNITED STATES	08/10/2015	5,074,562	11/01/2016

MARKETPLACE BY THOMASVILLE	UNITED STATES	08/14/2013	4,998,589	07/12/2016
RENOVATIONS	UNITED STATES	06/08/2001	2,782,526	11/11/2003
SPECIAL ADDITIONS	UNITED STATES	01/26/2011	4,092,244	01/24/2012
STYLE@WORK BY THOMASVILLE	UNITED STATES	11/13/2009	3,898,025	12/28/2010
THOMASVILLE	UNITED STATES	09/15/2010	4,165,204	06/26/2012
THOMASVILLE	UNITED STATES	09/22/2005	3,141,738	09/12/2006
THOMASVILLE	UNITED STATES	10/29/2013	4,679,753	01/27/2015
THOMASVILLE	UNITED STATES	09/15/2010	4,165,205	06/26/2012
THOMASVILLE	UNITED STATES	09/15/2010	4,018,367	08/30/2011
THOMASVILLE	UNITED STATES	09/22/2005	3,141,739	09/12/2006
THOMASVILLE	UNITED STATES	05/23/1979	1,151,730	04/21/1981
THOMASVILLE	UNITED STATES	02/14/2011	4,025,821	09/13/2011
THOMASVILLE BEDROOM WORKS	UNITED STATES	05/23/2017	5,515,109	7/10/2018
THOMASVILLE BEDROOM WORKS	UNITED STATES	05/23/2017	5,515,107	7/10/2018
THOMASVILLE BEDROOM WORKS	UNITED STATES	05/23/2017	5,520,768	7/10/2018
THOMASVILLE BEDROOM WORKS	UNITED STATES	05/23/2017	5,515,108	7/10/2018
THOMASVILLE CABINETRY	UNITED STATES	06/16/2000	2,555,117	04/02/2002
THOMASVILLE FLOORING	UNITED STATES	09/22/2005	3,437,841	05/27/2008
THOMASVILLE LIGHTING	UNITED STATES	09/22/2005	3,141,740	09/12/2006
THOMASVILLE MARKETPLACE	UNITED STATES	11/25/2015	5,048,289	09/27/2016
THOMASVILLE MARKETPLACE	UNITED STATES	01/11/2016	5,053,267	10/04/2016
THOMASVILLE PILLOW PLUSH	UNITED STATES	08/31/2016	5,313,155	10/17/2017
VIA THOMASVILLE	UNITED STATES	08/04/2011	4,466,841	01/14/2014
VIA THOMASVILLE	UNITED STATES	12/23/2010	4,429,143	11/05/2013
WORKSTYLES	UNITED STATES	02/19/1998	2,273,834	08/31/1999
ATTIC HEIRLOOMS	UNITED STATES	03/23/2010	2,777,319	10/28/2003
BROYHILL	UNITED STATES	11/10/1981	1,319,405	02/12/1985
BROYHILL	UNITED STATES	02/13/1984	1,446,458	07/07/1987
BROYHILL	UNITED STATES	11/28/1986	658,809	02/25/1958
BROYHILL	UNITED STATES	08/05/1957	4,240,270	11/13/2012

BROYHILL	UNITED STATES	08/17/2011	4,422,791	10/22/2013
BROYHILL (stylized and/or with design)	UNITED STATES	11/10/1981	5462558	5/8/2018
BROYHILL LEATHER	UNITED STATES	07/19/2017	2,509,955	11/20/2001
BROYHILL NO WORRIES	UNITED STATES	2/27/2018	5,515,388	7/10/2018
CLOUD 44	UNITED STATES	02/15/1996	5,233,212	06/27/2017
PINWHEEL	UNITED STATES	08/28/2015	1,761,401	03/30/1993
PINWHEEL DESIGN	UNITED STATES	07/06/1992	4,422,790	10/22/2013
TANNER'S CHOICE	UNITED STATES	04/07/2017	5,054,796	10/04/2016
THE GOOD NIGHT SLEEPER BY BROYHILL	UNITED STATES	05/13/2016	1,456,548	09/08/1987

<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>File Date</u>
DREXEL	UNITED STATES	87/430,118	04/28/2017
DREXEL	UNITED STATES	87/430,134	04/28/2017
DREXEL	UNITED STATES	87/430,264	04/28/2017
DREXEL (stylized and/or with design)	UNITED STATES	87/430,277	04/28/2017
DREXEL (stylized and/or with design)	UNITED STATES	87/430,290	04/28/2017
DREXEL (stylized and/or with design)	UNITED STATES	87/430,309	04/28/2017
STUDIO EIGHTEEN	UNITED STATES	87/343,349	02/21/2017
STUDIO NINETEEN	UNITED STATES	87/343,364	02/21/2017
STUDIO SEVENTEEN	UNITED STATES	87/342,573	02/20/2017
STUDIO TWENTY	UNITED STATES	87/343,373	02/21/2017
STUDIO TWENTY-ONE	UNITED STATES	87/343,378	02/21/2017
STUDIO 1904	UNITED STATES	87/590,443	08/30/2017
STYLE@WORK	UNITED STATES	87/234,418	11/11/2016
THOMASVILLE EST.	UNITED STATES	87/592,149	08/31/2017
NINETEEN HUNDRED FOUR STUDIO 1904 (stylized and/or with design)	UNITED STATES		
THOMASVILLE LEATHERWORKS	UNITED STATES	87/186,411	09/28/2016
THOMASVILLE MARKETPLACE	UNITED STATES	87/871,401	1/12/2018
THOMASVILLE MARKETPLACE	UNITED STATES	87/753,667	1/12/2018
THOMASVILLE MOTION WORKS and design	UNITED STATES	87/942,987	5/31/2018
THOMASVILLE MOTION	UNITED STATES	87/943,683	5/31/2018
THOMASVILLE EST. NINETEEN HUNDRED FOUR STUDIO 1904 (stylized and/or with design)	UNITED STATES	87/592,149	08/31/2017
SIMPLY ENTERTAINING BY BROYHILL	UNITED STATES	87/753,243	6/1/2018
SPRING DOWN BY BROYHILL	UNITED STATES	87/403,510	1/12/2018
SPRING DOWN BY BROYHILL (stylized and/or with design)	UNITED STATES	87/403,497	1/12/2018

BURTON PARK

UNITED STATES

87/943,068

5/31/2018