

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belnick, LLC		01/20/2022	Limited Liability Company:
Belnick Retail LLC		01/20/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3424 Peachtree Road NE		
Internal Address:	Suite 2300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	6076606	BLACKARC	
Registration Number:	5836052	AMANDA AND KARTER	
Registration Number:	5766117	LEATHERSOFT	
Registration Number:	5718095	CARNEGIE AVENUE	
Registration Number:	5801271	RIVERSTONE	
Registration Number:	5699286	EMMA + OLIVER	
Registration Number:	5693589	TAYLOR + LOGAN	
Registration Number:	5582205	ALAMONT	
Registration Number:	5522395	CHURCHCHAIRS4LESS.COM	
Registration Number:	5493681	BELNICK WINSLOW HOME	
Registration Number:	5219975	GRANDSTAND COMFORT SEATS	
Registration Number:	5016519	FLASH FURNITURE F	
Registration Number:	4858181	BIZCHAIR.COM	
Registration Number:	5887885	HERCULES	
Registration Number:	5887879	HERCULES	
Registration Number:	4836020	RECLINERCITY	
Registration Number:	4944240	DREAMWEAVER	

CH \$965.00 6076606

Property Type	Number	Word Mark
Registration Number:	4944239	DREAMWEAVER PERSONALIZED PRODUCTS
Registration Number:	4367874	BIZCHAIR.COM
Registration Number:	4398018	LEATHERSOFT SEATING
Registration Number:	2759001	BIZCHAIR.COM
Registration Number:	3859918	FLASH FURNITURE
Serial Number:	97106486	FLASH ACQUISITIONS
Serial Number:	97035835	CHURCH CHAIRS 4LESS
Serial Number:	97035818	RESTAURANT FURNITURE 4LESS
Serial Number:	90510627	FLASH FURNITURE F
Serial Number:	90510605	FLASH FURNITURE
Serial Number:	90510035	FLASH FURNITURE F
Serial Number:	90510013	FLASH FURNITURE
Serial Number:	90567457	MERRICK LANE
Serial Number:	90822896	FLASH FURNITURE
Serial Number:	87676203	ALAMONT
Serial Number:	85973100	FOLDINGCHAIRS4LESS
Serial Number:	85973069	STACKCHAIRS4LESS.COM
Serial Number:	85973044	CHURCHCHAIRS4LESS.COM
Serial Number:	85973023	SCHOOLFURNITURE4LESS
Serial Number:	78899272	LEATHERSOFT
Serial Number:	77728171	HERCULES FOLDING CHAIR

CORRESPONDENCE DATA

Fax Number:

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.

Email: richardsonan@gtlaw.com

Correspondent Name: Andrew Richardson

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Andrew Richardson

SIGNATURE: /Andrew Richardson/

DATE SIGNED: 01/25/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 20, 2022, is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

Introductory Statement

WHEREAS, pursuant to the Credit Agreement dated as of January 20, 2022 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among BELNICK, LLC, a Georgia limited liability company (the “Borrower Representative”), the other Borrowers party thereto, BELNICK HOLDCO LLC, a Delaware limited liability company, and the other Guarantors referred to therein, the Lenders referred to therein and the Administrative Agent, the Lenders have agreed to extend Revolving Loans and the Issuing Bank has agreed to issue Letter of Credit to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, all of the Grantors have entered into the Security Agreement dated as of January 20, 2022 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “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 the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective Revolving Loans and the Issuing Bank to issue Letters of Credit to the Borrowers thereunder, and to induce the Administrative Agent to act in its agency capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the 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, hereby pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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, in each case, other than Excluded Property (the “Trademark Collateral”):

- (a) all of its U.S. Trademarks, including 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 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.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. [Reserved].

Section 5. [Reserved].

Section 6. GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL. EACH PARTY HERETO AGREES THAT THE TERMS AND PROVISIONS OF SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Counterparts"; "Severability"; "Section Headings"; and "Integration", respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

[Continued on following page.]

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

GRANTORS:

BELNICK, LLC

By 

Name: Gabriel Johnson

Title: Chief Financial Officer

BELNICK RETAIL LLC

By 

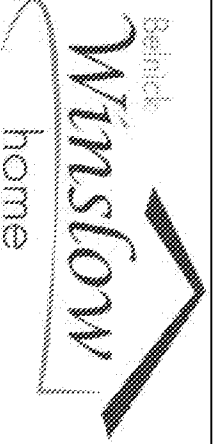
Name: Gabriel Johnson


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT




1. REGISTERED TRADEMARKS


Grantor	Trademark	Jurisdiction of Registration	Registration Date	Registration Number
Belnick, LLC	BLACKARC	U.S.	June 9, 2020	6076606
Belnick, LLC	AMANDA AND KARTER	U.S.	August 13, 2019	5836052
Belnick, LLC	LEATHERSOFT	U.S.	May 28, 2019	5766117
Belnick, LLC	CARNEGIE AVENUE	U.S.	April 2, 2019	5718095
Belnick, LLC	RIVERSTONE	U.S.	July 9, 2019	5801271
Belnick, LLC	EMMA + OLIVER	U.S.	March 12, 2019	5699286
Belnick, LLC	TAYLOR + LOGAN	U.S.	March 5, 2019	5693589
Belnick, LLC	ALAMONT	U.S.	October 9, 2018	5582205
Belnick, LLC	CHURCHCHAIRS4LESS.COM	U.S.	July 24, 2018	5522395
Belnick, LLC		U.S.	June 12, 2018	5493681

Grantor	Trademark	Jurisdiction of Registration	Registration Date	Registration Number
Belnick, LLC		U.S.	June 6, 2017	5219975
Belnick, LLC		U.S.	August 9, 2016	5016519
Belnick, LLC		U.S.	November 24, 2015	4858181
Belnick, LLC		U.S.	October 22, 2019	5887885
Belnick, LLC	HERCULES	U.S.	October 22, 2019	5887879
Belnick, LLC	RECLINERCITY	U.S.	October 20, 2015	4836020
Belnick, LLC	DREAMWEAVER	U.S.	April 26, 2016	4944240
Belnick, LLC		U.S.	April 26, 2016	4944239
Belnick Retail, LLC	BIZCHAIR.COM	U.S.	July 16, 2013	4367874

Grantor	Trademark	Jurisdiction of Registration	Registration Date	Registration Number
Belnick, LLC	LEATHERSOFT SEATING	U.S.	September 3, 2013	4398018
Belnick, Inc.	BIZCHAIR.COM	U.S.	September 2, 2003	2759001
Belnick, LLC	FLASH FURNITURE	U.S.	October 12, 2010	3859918

2. TRADEMARK APPLICATIONS

Grantor	Trademark	Jurisdiction of Registration	Application Date	Application Number
Belnick, LLC	FLASH ACQUISITIONS	U.S.	November 3, 2021	97106486
Belnick, LLC	 Church 4LESS	U.S.	September 20, 2021	97035835
Belnick, LLC	 Restaurant Furniture 4LESS	U.S.	September 20, 2021	97035818
Belnick, LLC	 FLASH FURNITURE	U.S.	February 4, 2021	90510627
Belnick, LLC	FLASH FURNITURE	U.S.	February 4, 2021	90510605

Grantor	Trademark	Jurisdiction of Registration	Application Date	Application Number
Belnick, LLC	 FLASH FURNITURE	U.S.	February 4, 2021	90510035
Belnick, LLC	FLASH FURNITURE	U.S.	February 4, 2021	90510013
Belnick, LLC	MERRICK LANE	U.S.	March 9, 2021	90567457
Belnick, LLC	 FLASH FURNITURE	U.S.	July 12, 2021	90822896
Belnick, LLC	ALAMONT	U.S.	November 8, 2017	87676203
Belnick, Inc.	FOLDINGCHAIRS4LESS	U.S.	June 28, 2013	85973100
Belnick, Inc.	STACKCHAIRS4LESS.COM	U.S.	June 28, 2013	85973069
Belnick, Inc.	CHURCHCHAIRS4LESS.COM	U.S.	June 28, 2013	85973044
Belnick, Inc.	SCHOOLFURNITURE4LESS	U.S.	June 28, 2013	85973023
Belnick, Inc.	LEATHERSOFT	U.S.	June 2, 2006	78899272
Belnick, Inc.	HERCULES FOLDING CHAIR	U.S.	May 4, 2009	7728171

TRADEMARK

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RECORDED: 01/25/2022