

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Town & Country Linen Corp.		08/31/2022	Corporation: NEW YORK
Home Dynamix, LLC		08/31/2022	Limited Liability Company: NEW JERSEY
MAGNOLIA BROOK LLC		08/31/2022	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5949265	AIRIA LUXURY	
<b>Registration Number:</b>	5782987	NEVER FALL	
<b>Registration Number:</b>	5920400	GLIDE ENHANCEMENT TECHNOLOGY	
<b>Registration Number:</b>	6583353	COOK N' COMFORT	
<b>Registration Number:</b>	5544104	SOHOME MARKET	
<b>Registration Number:</b>	6583354	GENTLE STEP	
<b>Registration Number:</b>	6450147	SOHOME	
<b>Registration Number:</b>	6088317	ADAPTIVAIR MESH	
<b>Registration Number:</b>	6317363	COPPERSPA	
<b>Registration Number:</b>	6071220	CULINARY CLASSICS BY TOWN & COUNTRY LIVI	
<b>Registration Number:</b>	6816043	EVERWASH	
<b>Registration Number:</b>	6801878	EXCLUSIVE HOME	
<b>Registration Number:</b>	6801882	EXCLUSIVE HOME	
<b>Serial Number:</b>	97269305	EVERLOOM EVERLOOM RUGS	
<b>CORRESPONDENCE DATA</b>			

CH \$365.00 5949265

**Fax Number:** 2129692900

***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:** 212-969-3000

**Email:** ypan@proskauer.com

**Correspondent Name:** Emily C. Kimball

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	59297-053
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<b>NAME OF SUBMITTER:</b>	Emily C. Kimball
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<b>SIGNATURE:</b>	/Emily C. Kimball/
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<b>DATE SIGNED:</b>	09/02/2022
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**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, this "IP Security Agreement") dated as of August 31, 2022 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of January 25, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among TOWN & COUNTRY HOLDINGS, INC., a Delaware corporation (the "Borrower"), T&C BUYER, INC., a Delaware corporation ("Holdings") and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of January 25, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this IP 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, each Grantor hereby agrees with the Collateral 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP 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 pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 "IP Collateral"):

(a) all of its Trademarks, including those material United States federal Trademark applications and registrations 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. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the IP 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. In the event that any provision of this IP Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This IP 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 IP SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and 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 IP Security Agreement *mutatis mutandis* as if fully set forth herein. This IP Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[*signatures begin on next page*]

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


**TOWN & COUNTRY LINEN CORP.,** as a Grantor

By:   
Name: Jason Katz  
Title: President and Chief Executive Officer

**HOME DYNAMIX, LLC,** as a Grantor

By:   
Name: Jason Katz  
Title: President and Chief Executive Officer

**MAGNOLIA BROOK LLC,** as a Grantor

By:   
Name: Jason Katz  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007839 FRAME: 0575**

SCHEDULE 1

Trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
AIRIA LUXURY	Town & Country Linen Corp.	12/31/2019	5,949,265	United States of America
NEVER FALL	Town & Country Linen Corp.	06/18/2019	5782987	United States of America
GLIDE ENHANCEMENT TECHNOLOGY	Town & Country Linen Corp.	11/26/2019	5920400	United States of America
COOK N COMFORT	Home Dynamix, LLC	12/07/2021	6583353	United States of America
SOHOME MARKET	Magnolia Brook LLC	08/21/2018	5544104	United States of America
GENTLE STEP	Home Dynamix, LLC	12/07/2021	6583354	United States of America
SOHOME	Home Dynamix, LLC	08/10/2021	6450147	United States of America
ADAPTIVAIR MESH	Town & Country Linen Corp.	06/30/2020	6088317	United States of America
COPPERSPA	Town & Country Linen Corp.	04/06/2021	6317363	United States of America
CULINARY CLASSICS BY TOWN & COUNTRY LIVING	Town & Country Linen Corp.	06/02/2020	6071220	United States of America
EVERWASH	Home Dynamix, LLC	08/09/2022	6816043	United States of America
EXCLUSIVE HOME	Town & Country Linen Corp.	7/1/2021	6801878	United States of America

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
EXCLUSIVE HOME	Town & Country Linen Corp.	7/1/2021	6801882	United States of America

Trademark Applications:

<u>MARK</u>	<u>Owner</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>
EVERLOOM EVERLOOM RUGS	Home Dynamix, LLC	02/16/2022	97269305