

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAC ACQUISITION LLC		05/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC		
Street Address:	1177 Summer Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85404004	LOVESAC	
Registration Number:	3234481	DURAFOAM	
Registration Number:	3134349	SACTIONALS	
Registration Number:	3244136	LOVESAC	
Registration Number:	3168679	SQUATTOMAN	
Registration Number:	3168678	MOVIESAC	
Registration Number:	3168632	SUPERSAC	
Registration Number:	3035785	LOVESAC	
Registration Number:	3035784	LOVESAC	
Registration Number:	3409071		
Registration Number:	3028008	SAC	
Registration Number:	2659121	LOVESAC	
Registration Number:	3171494	LOVESAC LIFE	
Registration Number:	3021039	GAMESAC	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7062.004
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/22/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2013, by SAC ACQUISITION LLC, a Delaware limited liability company ("Grantor"), in favor of SIENA LENDING GROUP LLC ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Loan Party Obligors party thereto and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans for the benefit of Grantor, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (b) the right to obtain all renewals thereof.

(c) Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

3. REPRESENTATION AND WARRANTY AND COVENANT. Grantor hereby represents and warrants to Lender that Schedule I lists all registered Trademarks and all Trademark Licenses owned by Grantor in its own name on the date hereof. Grantor (either itself or through licensees) will (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Lender shall obtain a first priority perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way. Grantor will Lender immediately if it knows, or has reason to know, that any application or registration relating to any Trademark may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding, Grantor's ownership of, or the validity of, any Trademark or Grantor's right to register the same or to own and maintain the same.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

[signature pages follow]

IN WITNESS WHEREOF, 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.

GRANTOR:

SAC ACQUISITION LLC,
a Delaware limited liability company

By: [Signature]
Name: [Name]
Title: [Title]

ACCEPTED AND ACKNOWLEDGED BY:

SIENA LENDING GROUP LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

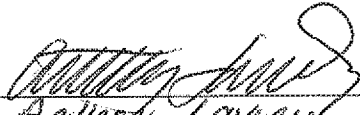
GRANTOR:

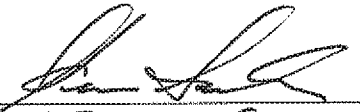
SAC ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

SIENA LENDING GROUP LLC

By: 
Name: Anthony Lammia
Title: DIRECTOR

By: 
Name: STEVE SANICOLA
Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
LOVESAC	85404004	Pending – Application filed 08/22/11	NA	NA
DURAFOAM	78508262	Registered	3234481	04/24/07
SACTIONALS	78602928	Registered	3134349	08/22/06
LOVESAC	78786759	Registered	3244136	05/22/07
SQUATTOMAN	78786750	Registered	3168679	11/07/06
MOVIESAC	78786748	Registered	3168678	11/07/06
SUPERSAC	78781845	Registered	3168632	11/07/06
LOVESAC	78547331	Registered	3035785	12/27/05
LOVESAC	78547330	Registered	3035784	12/27/05
None (Design only)	78786800	Registered	3409071	04/08/08
SAC	78491844	Registered	3028008	12/13/05
LOVESAC	76360800	Registered	2659121	12/10/02
LOVESAC LIFE	78786717	Registered	3171494	11/14/06
GAMESAC	78597713	Cancelled as of 09/21/12	3021039	11/29/05

FOREIGN TRADEMARKS

MARK	COUNTRY	SERIAL NO.	FILED	REG. NO.	REGISTERED
LOVESAC	Australia	1033613	12/8/04	1033613	12/8/04 (Registration advertised 8/11/05)
LOVESAC (Class 20)	Mexico	736467	8/26/05	935449	5/29/06
LOVESAC (Class 20)	Canada		11/18/05	1,280,110	10/16/07
LOVESAC	Europe		9/7/03	3252558	4/20/05
LOVESAC	Australia		11/23/2004	1031342	11/3/05
LOVESAC	Korea	45-2007-0002101	5/28/07	45-0023943	7/18/08
SACTIONALS	Europe	010412369	11/14/11	010412369	4/24/12
SACTIONALS	Canada	1551373	11/9/11	Pending	Pending
SACTIONALS	Taiwan	100057821	11/11/11	01526451	7/1/12
SACTIONALS	China	10175883	11/11/11	Pending	Pending
LOVESAC	Saudi Arabia	162679	12/13/10	1344/59	3/25/12
LOVESAC – CLASS 35	Saudi Arabia	162680	12/13/10	1344/60	3/25/12
LOVESAC	China	8781416	10/27/10	Pending	Pending
LOVESAC & DESIGN	China			8465792	7/21/11
LOVESAC	Taiwan	100057820	11/11/11	01526450	7/1/12
LOVESAC	Hong Kong	302082744	11/11/11	302082744	10/9/12

