

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wholesale Supplies Plus, LLC		07/22/2019	Limited Liability Company: OHIO
Crafters Choice Brands, LLC		07/22/2019	Limited Liability Company: OHIO
Naturally Smart Labs, LLC		07/22/2019	Limited Liability Company: OHIO
Handmade Stores, LLC		07/22/2019	Limited Liability Company: OHIO
Handmade Studio, LLC		07/22/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4971404	W WHOLESALE SUPPLIES PLUS	
Registration Number:	4971403	WHOLESALE SUPPLIES PLUS	
Registration Number:	5583705	W	
Registration Number:	4377957	HANDMADE	
Registration Number:	5664207	NATURALLY SMART LABS	
Registration Number:	2697590	CRAFTER'S CHOICE	
Registration Number:	5593244	FRAGRANCE FORMULATOR	
Registration Number:	4849248	CRAFTER'S CHOICE	
Registration Number:	2665735	CRAFTER'S CHOICE	
Registration Number:	5702907	BALANCE & BUBBLES	
Registration Number:	5324127	LEARN CREATE SHARE	
Registration Number:	5311696	HANDMADE STUDIO	

OP \$540.00 4971404

Property Type	Number	Word Mark
Serial Number:	88380634	HANDMADE 101
Serial Number:	88380098	HANDMADE CONFERENCE
Serial Number:	88379686	HANDMADE MAGAZINE
Serial Number:	88067389	MILKY WAY
Serial Number:	88379364	CRAFTERS CHOICE BRANDS
Serial Number:	87589880	HANDMADE STORES
Serial Number:	88096468	HANDMADE AT HOME
Serial Number:	87589973	HANDMADE STUDIO
Serial Number:	88096446	HANDMADE STUDIO

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkllaw.com, anastasi.sotiropoulos@hkllaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/24/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2019, by WHOLESAL SUPPLIES PLUS, LLC, an Ohio limited liability company ("Wholesale Supplies"), CRAFTERS CHOICE BRANDS, LLC, an Ohio limited liability company ("Crafters"), NATURALLY SMART LABS, LLC, an Ohio limited liability company ("Naturally Smart"), HANDMADE STORES, LLC, an Ohio limited liability company ("Handmade Stores") and HANDMADE STUDIO, LLC, an Ohio limited liability company ("Handmade Studio" and, together with Wholesale Supplies, Crafters, Naturally Smart, and Handmade Stores, each referred to as a "Grantor" and collectively, as "Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 1, 2019, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Wholesale Supplies, Agent and Lenders, Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Wholesale Supplies;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of May 1, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks 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; and

(d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

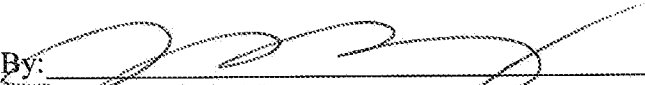
4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature pages follow]


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.

GRANTORS:


WHOLESALE SUPPLIES PLUS, LLC, an Ohio limited liability company

By: 
Name: Deborah L. May
Title: President and Chief Executive Officer

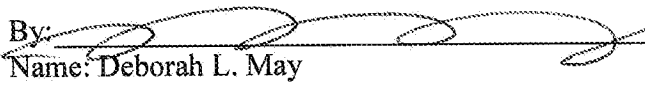
CRAFTERS CHOICE BRANDS, LLC, an Ohio limited liability company

By: 
Name: Deborah L. May
Title: President and Chief Executive Officer

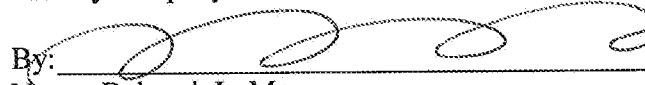
NATURALLY SMART LABS, LLC, an Ohio limited liability company

By: 
Name: Deborah L. May
Title: President and Chief Executive Officer

HANDMADE STORES, LLC, an Ohio limited liability company

By: 
Name: Deborah L. May
Title: President and Chief Executive Officer

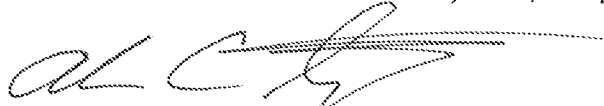
HANDMADE STUDIO, LLC, an Ohio limited liability company

By: 
Name: Deborah L. May
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

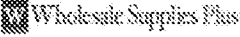

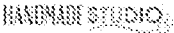
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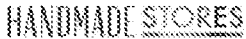
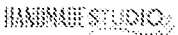
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS & APPLICATIONS

TRADEMARKS REGISTRATIONS:

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner
W WHOLESALE SUPPLIES PLUS & LOGO 	4,971,404	07-Jun-2016	US	Wholesale Supplies Plus, LLC
WHOLESALE SUPPLIES PLUS	4,971,403	07-Jun-2016	US	Wholesale Supplies Plus, LLC
W LOGO 	5,583,705	16-Oct-2018	US	Wholesale Supplies Plus, LLC
HANDMADE	4,377,957	30-Jul-2013	US	Wholesale Supplies Plus, LLC
NATURALLY SMART LABS	5,664,207	29-Jan-2019	US	Naturally Smart Labs, LLC
CRAFTERS CHOICE	2,697,590	18-Mar-2003	US	Crafters Choice Brands, LLC
FRAGRANCE FORMULATOR	5,593,244	30-Oct-2018	US	Crafters Choice Brands, LLC
CRAFTERS CHOICE	4,849,248	10-Nov-2015	US	Crafters Choice Brands, LLC
CRAFTERS CHOICE	2,665,735	24-Dec-2002	US	Crafters Choice Brands, LLC
BALANCE & BUBBLES	5,702,907	19-Mar-2019	US	Handmade Studio, LLC
LEARN CREATE SHARE	5,324,127	31-Oct-2017	US	Handmade Studio, LLC
HANDMADE STUDIO & DESIGN 	5,311,696	17-Oct-2017	US	Handmade Studio, LLC

TRADEMARK APPLICATIONS:

Trademark	App. No	App. Date	Country	Owner
HANDMADE 101	88/380,634	10-Apr-2019	US	Wholesale Supplies Plus, LLC
HANDMADE CONFERENCE	88/380,098	10-Apr-2019	US	Wholesale Supplies Plus, LLC
HANDMADE MAGAZINE	88/379,686	10-Apr-2019	US	Wholesale Supplies Plus, LLC
MILKY WAY	88/067,389	6-Aug-2018	US	Crafters Choice Brands, LLC
CRAFTERS CHOICE BRANDS	88/379,364	10-Apr-2019	US	Crafters Choice Brands, LLC
HANDMADE STORES & LOGO 	87/589,880	30-Aug-2017	US	Handmade Stores, LLC
HANDMADE AT HOME	88/096,468	28-Aug-2018	US	Handmade Studio, LLC
HANDMADE STUDIO & DESIGN 	87/589,973	30-Aug-2017	US	Handmade Studio, LLC
HANDMADE STUDIO	88/096,446	28-Aug-2018	US	Handmade Studio, LLC