

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transform SR Brands LLC		01/07/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Agent
Street Address:	388 Greenwich Street, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	517739	KENMORE
Registration Number:	522973	KENMORE
Registration Number:	1102052	KENMORE
Registration Number:	1275031	KENMORE
Registration Number:	1282358	KENMORE
Registration Number:	1569518	KENMORE
Registration Number:	1641183	KENMORE
Registration Number:	1695957	KENMORE
Registration Number:	2414684	KENMORE ELITE
Registration Number:	2475811	KENMORE
Registration Number:	3470307	KENMORE PRO
Registration Number:	3944713	KENMORE
Registration Number:	3944714	KENMORE ELITE
Registration Number:	4210288	KENMORE PRO
Registration Number:	2913066	KENMORE
Registration Number:	2893535	KENMORE
Registration Number:	2941746	KENMORE
Registration Number:	3160548	MY FIRST KENMORE
Registration Number:	4268827	KENMORE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4268828	KENMORE
Registration Number:	5054844	KENMORE
Registration Number:	4449169	KENMORE CONNECT
Registration Number:	4549162	KENMORE CONNECT
Registration Number:	5329965	KENMORE
Registration Number:	4945777	KENMORE TRUSTED PERFORMANCE
Registration Number:	5172471	KENMORE AC
Registration Number:	5336159	KENMORE
Registration Number:	4766063	KENMORE
Registration Number:	5059686	KENMORE ELITE
Registration Number:	5059687	KENMORE ELITE
Registration Number:	5054802	KENMORE
Registration Number:	5668221	KENMORE SMART
Serial Number:	87584405	KENMORE SMART
Serial Number:	87584422	KENMORESMART
Serial Number:	87650315	KENMORE DIRECT
Serial Number:	87650337	< D

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.

Phone: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1172240

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 01/07/2020

Total Attachments: 11

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page2.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page3.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page4.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page5.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page6.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page7.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page8.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page9.tif

source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page10.tif
source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page11.tif
source=Transform - LC - Supplemental Trademark Security Agreement [Executed] - sent for filing#page12.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This UNITED STATES SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2020 (“Trademark Security Agreement”), by TRANSFORM SR BRANDS LLC (the “Grantor”), is in favor of Citibank, N.A. in its capacity as Agent (in such capacity, the “Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 11, 2019, as amended by that certain First Amendment to Guarantee and Collateral Agreement, dated as of March 13, 2019 (the “Security Agreement”), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor and the Agent recorded that certain Trademark Security Agreement, dated as of February 11, 2019 (the “Initial Trademark Security Agreement”) with the United States Patent and Trademark Office at reel/frame 6576/0917;

WHEREAS, since the date of the Initial Trademark Security Agreement, Grantor has acquired the additional Trademarks that are set forth on Schedule I attached hereto; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement evidencing the security interest granted under the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, “Trademarks” means, collectively, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, slogans, logos, internet domain names and other source or business identifiers, whether arising under statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, together with any and all: (i) registrations thereof, and all applications in connection therewith, (ii) all goodwill associated therewith and symbolized thereby, now existing or hereafter adopted or acquired, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vii) rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations, the Grantor hereby grants to the Agent, for the ratable benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest to the extent such property constitutes Collateral under the Security Agreement (collectively, the "Trademark Collateral"):

(a) All Trademarks owned by the Grantor, including the registered and applied-for Trademarks of the Grantor listed on Schedule I attached hereto; and

(b) to the extent not otherwise included, all Proceeds, insurance claims, Supporting Obligations and products of any and all of the foregoing; and all collateral security and guarantees given by any Person with respect to any of the foregoing.

For the avoidance of doubt, (i) in no event shall "Trademark Collateral" include any Excluded Property, including intent-to-use trademark applications (and rights in and to such applications) filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C Section 1051 (the "Lanham Act") prior to the accepted filing of a "Statement of Use" or "Amendment to Allege Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act, whereby such intent-to-use trademark application is amended to conform to the requirements for a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, to the extent that granting a security interest in such trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark application or the resulting trademark registration and (ii) the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

SECTION 3. Security Agreement. This Trademark Security Agreement evidences the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. The term of this Trademark Security Agreement shall be co-terminous with the Security Agreement and the Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement upon the termination of the Security Agreement.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

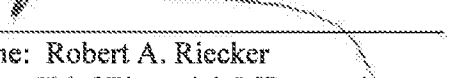
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopier or electronic mail of "PDF" file shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

TRANSFORM SR BRANDS LLC

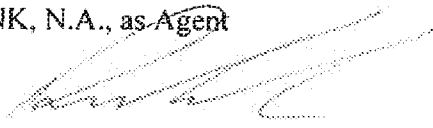
By: 
Name: Robert A. Riecker
Title: Chief Financial Officer and
Co-Chief Executive Officer

[Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006832 FRAME: 0732

Accepted and Agreed:

CITIBANK, N.A., as Agent

By: 


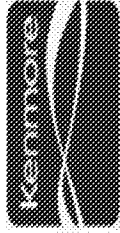
Name: David L. Smith
Title: Vice President and Director

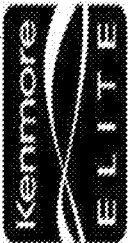
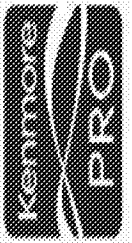

[Supplemental Trademark Security Agreement]


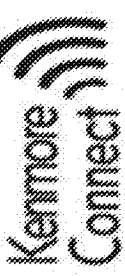
TRADEMARK
REEL: 006832 FRAME: 0733


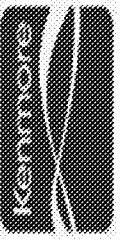
SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

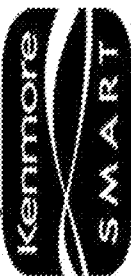
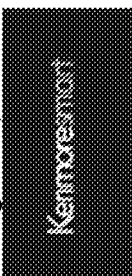

Trademark	Jurisdiction	Record Owner as of December 22, 2019	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	71/539906	11/02/1947	517739	11/22/1949
KENMORE (Stylized) (v3) KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	71/550618	02/26/1948	522973	03/28/1950
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/158384	02/13/1978	1102052	09/12/1978
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/414682	02/23/1983	1275031	04/24/1984
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/427663	05/26/1983	1282358	06/19/1984
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/793846	04/17/1989	1569518	12/05/1989

Trademark	Jurisdiction	Record Owner as of December 22, 2019	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	74/072622	06/25/1990	1641183	04/16/1991
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	74/194190	08/13/1991	1695957	06/23/1992
KENMORE ELITE & DESIGN 	U.S.	KCD IP, LLC	Transform SR Brands LLC	75/679754	04/12/1999	2414684	12/19/2000
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	76/105205	08/08/2000	2475811	08/07/2001
KENMORE PRO	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/149703	04/05/2007	3470307	07/22/2008
KENMORE PRO							
KENMORE (Stylized with Square and Waves Design) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/503363	06/19/2008	3944713	04/12/2011

Trademark	Jurisdiction	Record Owner as of December 22, 2019	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE ELITE & DESIGN (HORIZONTAL) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/503373	06/19/2008	3944714	04/12/2011
KENMORE PRO & DESIGN (HORIZONTAL) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/503381	06/19/2008	4210288	09/18/2012
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/314699	10/16/2003	2913066	12/21/2004
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/314709	10/16/2003	2893535	10/12/2004
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/317721	10/23/2003	2941746	04/19/2005
MY FIRST KENMORE 	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/558874	02/02/2005	3160548	10/17/2006

Trademark	Jurisdiction	Record Owner as of December 22, 2019	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/255981	03/02/2011	4268827	01/01/2013
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/255996	03/02/2011	4268828	01/01/2013
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/746809	10/05/2012	5054844	10/04/2016
KENMORE CONNECT (Stylized and Design) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/977750	10/01/2010	4449169	12/10/2013
KENMORE CONNECT and Design 	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/980474	10/01/2010	4549162	06/10/2014
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/223536	03/17/2014	5329965	11/07/2017
KENMORE TRUSTED PERFORMANCE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/755369	09/14/2015	4945777	04/26/2016

Trademark	Jurisdiction	Record Owner as of December 22, 2019	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE AC	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/822759	11/17/2015	5172471	03/28/2017
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/965240	04/05/2016	5336159	11/14/2017
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/976240	03/07/2014	4766063	06/30/2015
KENMORE ELITE	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/050097	05/25/2016	5059686	10/11/2016
KENMORE ELITE & DESIGN (HORIZONTAL) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/050106	05/25/2016	5059687	10/11/2016
KENMORE (Stylized with Square and Waves Design) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/050114	05/25/2016	5054802	10/04/2016
KENMORE SMART	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/579214	08/22/2017	5668221	02/05/2019

Trademark	Jurisdiction	Record Owner as of December 22, 2019	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE SMART & Design 	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/584405	08/25/2017	N/A	N/A
KENMORESMART (Stylized on Black Background) 	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/584422	08/25/2017	N/A	N/A
KENMORE DIRECT	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/650315	10/18/2017	N/A	N/A
< D [KENMORE DIRECT] Logo 	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/650337	10/18/2017	N/A	N/A