

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Confirmatory Grant of Security Interest in Trademarks ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pier 1 Services Company		02/20/2020	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88593308	PIER 1	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46243-1		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	02/26/2020		
Total Attachments: 4			
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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) dated February 20, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank of America, N.A., as collateral agent (the “Collateral Agent”) for the Credit Parties (as defined in the Credit Agreement referred to below).

RECITALS:

WHEREAS, reference is made to the Amended and Restated Credit Agreement, dated as of April 4, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between, among others, (i) PIER 1 IMPORTS (U.S.), INC., a Delaware corporation (the “Borrower”), (ii) PIER 1 IMPORTS, INC., a Delaware corporation (the “Parent”), (iii) the other Facility Guarantors party thereto from time to time, (iv) Bank of America, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for its own benefit and the benefit of the other Credit Parties, (v) the Collateral Agent, and (vi) the Lenders party thereto (the “Lenders”);

WHEREAS, the Lenders have agreed to continue to make Loans and provide other financial accommodations to the Borrower, and the Issuing Banks have agreed to continue to issue Letters of Credit for the account of the Borrower, in each case subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to (i) the Lenders’ continued making of such Loans and providing of other financial accommodations to the Borrower, and (ii) the Issuing Banks’ continued agreement to issue such Letters of Credit for the account of the Borrower, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated April 30, 2014, made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Credit Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Confirmatory Grant for recording with the United States Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and/or Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby ratifies and affirms the Security Interest granted to the Collateral Agent in the Security Agreement and hereby further grants to the Collateral Agent, its successors and assigns, for the benefit of the

Credit Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Secured Obligations. The grant of a security interest in the Trademarks by each Grantor under this Confirmatory Grant is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

SECTION 5. Execution in Counterparts. This Confirmatory Grant may be executed in any number of 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.

SECTION 6. Security Agreement. This Confirmatory Grant has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW; PROVIDED, HOWEVER, THAT IF ANY LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALID PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

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IN WITNESS WHEREOF, the undersigned have executed this Confirmatory Grant of Security Interest in Trademarks as of the date first above written.

PIER 1 SERVICES COMPANY, Grantor

By: Pier 1 Holdings, Inc.,
its Managing Trustee

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Owner
PIER 1	88593308 26-AUG-2019	—	MANAGING TRUSTEE OF PIER 1 SERVICES COMPANY