

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHRISTMAS TREE SHOPS, LLC		11/12/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PATHLIGHT CAPITAL LP, AS AGENT		
Street Address:	18 Shipyard Drive, Suite 2C		
City:	Hingham		
State/Country:	MASSACHUSETTS		
Postal Code:	02043		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	5312558	A PERFECT TABLE	
Registration Number:	4448942	AND THAT!	
Registration Number:	5943497	ARBOR GATE	
Registration Number:	5766234	BRANCH & BLOSSOM	
Registration Number:	5592310	BRANCH & BLOSSOM	
Registration Number:	4699784	BRILLIANCE	
Registration Number:	5885480	BROWN & BROOKE	
Registration Number:	5682130	CKC	
Registration Number:	5682129	CARVERS KITCHEN CO.	
Registration Number:	2894928	CHRISTMAS TREE SHOPS	
Registration Number:	2894927	CHRISTMAS TREE SHOPS	
Registration Number:	5618428	COLLETTE PIPER	
Registration Number:	5656784	CORAL COVE	
Registration Number:	5229440	CORAL COVE	
Registration Number:	4505589	COZY CRITTERS	
Registration Number:	2912601	DON'T YOU JUST LOVE A BARGAIN?	
Registration Number:	5093175	DOOR DECOR	
Registration Number:	2166092	ELITE LINE	
Registration Number:	6126473	EVERY SEASON. EVERY REASON.	
TRADEMARK			

OP \$1465.00 5312558

Property Type	Number	Word Mark
Registration Number:	5341744	EVOLUTION
Registration Number:	4703772	FINEST FOIL
Registration Number:	5924577	GARDEN ESSENTIALS
Registration Number:	5007282	GEL CHARMS
Registration Number:	5541588	GREY WHALE OUTFITTERS
Registration Number:	5613642	GREY WHALE OUTFITTERS
Registration Number:	5828543	HAPPY PAWS
Registration Number:	4632694	HAPPY PAWS
Registration Number:	5897252	HAPPY PAWS
Registration Number:	5007280	HARBOR LIGHTS
Registration Number:	4589064	HARVEST SPICE
Registration Number:	5627932	HAUNTED HOLIDAY
Registration Number:	5571093	HIGHBRIDGE HOME
Registration Number:	5607782	HIGHBRIDGE HOME
Registration Number:	5318657	KATE AND CARLY
Registration Number:	4601919	KITCHEN STANDARD
Registration Number:	5200049	LIFE'S MEMORIES
Registration Number:	5536353	LILY & GRACE
Registration Number:	5537044	LILY & GRACE
Registration Number:	5293072	MIDWEST GRILL CO.
Registration Number:	2912602	MILL FARM
Registration Number:	4699970	NANTUCKET BREEZE
Registration Number:	3997134	NANTUCKET HOME
Registration Number:	5385864	NATURE'S ECHO
Registration Number:	5607680	NAYA
Registration Number:	5997384	PREPMATES
Registration Number:	5299722	SAVVY BEAUTY
Registration Number:	5556790	SEASIDE HOLIDAY
Registration Number:	4589063	SECRET GARDEN
Registration Number:	4886924	SIMPLY FLOORED
Registration Number:	5312644	SOLSTICE
Registration Number:	5607679	STYLE SENSE
Registration Number:	5968043	SWEETIE
Registration Number:	6022160	THE GRAINHOUSE
Registration Number:	5662348	THE GRAINHOUSE
Registration Number:	3554838	THE TREE
Registration Number:	5619456	TUSCAN TABLE
Registration Number:	5571210	

Property Type	Number	Word Mark
Registration Number:	5318038	WILLOW BRANCH

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: Joanna McCall
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:	1288791
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	11/12/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2020 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Trademark Grantors”), is in favor of Pathlight Capital LP, as collateral agent (in such capacity, the “Agent”) for the Credit Parties.

WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Security Agreement dated as of November 12, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent, on behalf of the Credit Parties, a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Trademark Grantors does hereby pledge, convey, sell, assign, transfer and set over unto the Agent and grant to the Agent, for the benefit of the Credit Parties, a continuing security interest in all of the following property now owned for at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

(c) to the extent not covered by clause (a), the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Security Agreement, including, without limitation, any Trademark applications filed on the basis of a Trademark Grantor’s intent-to-use such mark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the United States Patent and Trademark Office, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable, shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Agent pursuant to the Security Agreement and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby 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.

Each Trademark Grantor hereby authorizes this Trademark Security Agreement to be recorded with the United States Patent and Trademark Office and any similar office or agency in any other country or political subdivision thereof.

THIS TRADEMARK SECURITY AGREEMENT 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.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all parties shall be delivered to the Agent.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

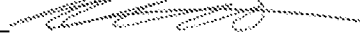
CHRISTMAS TREE SHOPS, LLC
(formerly known as Christmas Tree Shops, Inc.),
as Trademark Grantor

By: 
Name: Pamela Salkovitz
Title: Chief Executive Officer

Accepted and Agreed:

PATHLIGHT CAPITAL LP, as Agent

By: Pathlight GP LLC, its General Partner

By:  _____

Name: Matt Williams

Title: Managing Director

Schedule 1

TRADEMARKS

	<u>Owner</u>	<u>Filing Date</u>	<u>Registration No.</u>
A PERFECT TABLE	Christmas Tree Shops, Inc.	May 12, 2016	5312558
AND THAT!	Christmas Tree Shops, Inc.	October 25, 2012	4448942
ARBOR GATE	Christmas Tree Shops, Inc.	June 6, 2019	5943497
BLIZZARD KING	Christmas Tree Shops, Inc.	April 29, 2016	TBD (Suspended)
BRANCH & BLOSSOM	Christmas Tree Shops, Inc.	February 4, 2019	5766234
BRANCH & BLOSSOM	Christmas Tree Shops, Inc.	July 10, 2018	5592310
BRILLIANCE	Christmas Tree Shops, Inc.	August 4, 2014	4,699,784
BROWN & BROOKE	Christmas Tree Shops, Inc.	May 9, 2019	5,885,480
CKC and Two Knives Design	Christmas Tree Shops, Inc.	April 13, 2018	5682130
CARVERS KITCHEN CO.	Christmas Tree Shops, Inc.	April 13, 2018	5682129
CHRISTMAS TREE SHOPS	Christmas Tree Shops, Inc.	October 6, 2003	2894928
Christmas Tree Shops sled logo	Christmas Tree Shops, Inc.	October 6, 2003	2894927
COLLETTE PIPER	Christmas Tree Shops, Inc.	July 6, 2017	5,618,428
COPPER HILL	Christmas Tree Shops, Inc.	November 12, 2019	TBD
CORAL COVE	Christmas Tree Shops, Inc.	July 6, 2017	5,656,784

CORAL COVE	Christmas Tree Shops, Inc.	August 30, 2019	TBD
CORAL COVE	Christmas Tree Shops, Inc.	June 17, 2016	5,229,440
COZY CRITTERS	Christmas Tree Shops, Inc.	July 6, 2010	4505589
CUTIE PIE & CUPCAKE	Christmas Tree Shops, Inc.	January 9, 2018	TBD
DON'T YOU JUST LOVE A BARGAIN?	Christmas Tree Shops, Inc.	January 7, 2004	2912601
DOOR DECOR	Christmas Tree Shops, Inc.	May 16, 2016	5093175
ELITE LINE	Christmas Tree Shops, Inc.	December 21, 1994	2166092
EVERY SEASON. EVERY REASON.	Christmas Tree Shops, Inc.	December 20, 2019	6126473
EVOLUTION	Christmas Tree Shops, Inc.	June 17, 2016	5341744
FINEST FOIL	Christmas Tree Shops, Inc.	August 8, 2014	4,703772
FLANNEL ROOSTER	Christmas Tree Shops, Inc.	July 6, 2017	TBD
GARDEN ESSENTIALS	Christmas Tree Shops, Inc.	January 25, 2019	5,924,577
GEL CHARMS	Christmas Tree Shops, Inc.	December 3, 2015	5007282
GREY WHALE OUTFITTERS	Christmas Tree Shops, Inc.	August 9, 2016	5,541,588
GREY WHALE OUTFITTERS	Christmas Tree Shops, Inc.	February 5, 2018	5,613,642
HAPPY PAWS	Christmas Tree Shops, Inc.	January 31, 2019	5828543

HAPPY PAWS	Christmas Tree Shops, Inc.	September 16, 2011	4632694
HAPPY PAWS	Christmas Tree Shops, Inc.	May 14, 2019	5897252
HARBOR LIGHTS	Christmas Tree Shops, Inc.	December 3, 2015	5007280
HARVEST SPICE	Christmas Tree Shops, Inc.	June 3, 2011	4589064
HAUNTED HOLIDAY	Christmas Tree Shops, Inc.	June 7, 2018	5627932
HIGHBRIDGE HOME	Christmas Tree Shops, Inc.	June 17, 2016	5,571,093
HIGHBRIDGE HOME	Christmas Tree Shops, Inc.	March 7, 2017	5,607,782
HOLLY HILL	Christmas Tree Shops, Inc.	February 23, 2018	TBD
KATE AND CARLY	Christmas Tree Shops, Inc.	December 19, 2016	5318657
KITCHEN STANDARD	Christmas Tree Shops, Inc.	May 23, 2012	4601919
LIFE'S MEMORIES	Christmas Tree Shops, Inc.	November 10, 2016	5200049
LILY & GRACE	Christmas Tree Shops, Inc.	August 7, 2018	5536353
LILY & GRACE	Christmas Tree Shops, Inc.	July 6, 2017	5537044
MIDWEST GRILL CO.	Christmas Tree Shops, Inc.	June 30, 2016	5293072
MILL FARM	Christmas Tree Shops, Inc.	January 7, 2004	2912602
NANTUCKET BREEZE	Christmas Tree Shops, Inc.	October 20, 2014	4,699,970

NANTUCKET HOME	Christmas Tree Shops, Inc.	December 2, 2010	3,997,134
NATURE'S ECHO	Christmas Tree Shops, Inc.	June 29, 2017	5,385,864
NAYA	Christmas Tree Shops, Inc.	January 20, 2017	5,607,680
PETAL AND STONE	Christmas Tree Shops, Inc.	June 17, 2019	TBD
PREPMATES	Christmas Tree Shops, Inc.	August 23, 2016	5,997,384
SAVVY BEAUTY	Christmas Tree Shops, Inc.	January 5, 2017	5299722
SEASIDE HOLIDAY	Christmas Tree Shops, Inc.	July 7, 2017	5556790
SECRET GARDEN	Christmas Tree Shops, Inc.	June 3, 2011	4589063
SHOP HAPPY. SAVE HAPPY.	Christmas Tree Shops, Inc.	December 20, 2019	TBD
SIMPLY FLOORED	Christmas Tree Shops, Inc.	February 24, 2015	4886924
SIMPLY FRESH	Christmas Tree Shops, Inc.	November 11, 2019	TBD
SOLSTICE	Christmas Tree Shops, Inc.	June 17, 2016	5312644
STYLE SENSE	Christmas Tree Shops, Inc.	January 20, 2017	5,607,679
SUN FIESTA	Christmas Tree Shops, Inc.	September 8, 2020	TBD
SUN RAYS	Christmas Tree Shops, Inc.	December 9, 2019	TBD
SWEETIE	Christmas Tree Shops, Inc.	February 5, 2018	5,968,043

THE FLAMINGO SHOP	Christmas Tree Shops, Inc.	September 17, 2020	TBD
THE GRAINHOUSE	Christmas Tree Shops, Inc.	May 8, 2019	6,022,160
THE GRAINHOUSE	Christmas Tree Shops, Inc.	July 7, 2017	5662348
THE TREE	Christmas Tree Shops, Inc.	July 26, 2007	3,554,838
THE TREE HOUSE	Christmas Tree Shops, Inc.	February 27, 2019	TBD
TUSCAN TABLE	Christmas Tree Shops, Inc.	June 7, 2018	5,619,456
Whale Design Logo	Christmas Tree Shops, Inc.	October 26, 2016	5,571,210
WHISKERS AND TAILS	Christmas Tree Shops, Inc.	June 17, 2019	TBD
WILLOW BRANCH	Christmas Tree Shops, Inc.	June 17, 2016	5318038

<u>Unregistered/ Common Law Trademarks/Service Marks</u>	<u>Owner</u>
ALDER & ASH	Christmas Tree Shops, Inc.
ALFRESCO	Christmas Tree Shops, Inc.
BELLA CASA	Christmas Tree Shops, Inc.
BISTRO BLANC	Christmas Tree Shops, Inc.
CHATEAU BLANC	Christmas Tree Shops, Inc.
CORNERSTONE	Christmas Tree Shops, Inc.
DAY OF THE DEAD logo	Christmas Tree Shops, Inc.
Divine Gothic	Christmas Tree Shops, Inc.
DIVINE GOTHIC	Christmas Tree Shops, Inc.
FLANNEL ROOSTER	Christmas Tree Shops, Inc.
HAPPY PAWS	Christmas Tree Shops, Inc.
HOUSE BLEND	Christmas Tree Shops, Inc.
KRINGLE'S KITCHEN	Christmas Tree Shops, Inc.
MYSTIC BAZAAR	Christmas Tree Shops, Inc.
REVE DE PROVENCE	Christmas Tree Shops, Inc.
SPOT & CHLOE	Christmas Tree Shops, Inc.
THE CASUAL CHEF	Christmas Tree Shops, Inc.
THE GRAINHOUSE	Christmas Tree Shops, Inc.

[Schedule 1 to Trademark Security Agreement]

TRADEMARK
REEL: 007104 FRAME: 0633

VELA	Christmas Tree Shops, Inc.
VISIONS OF SUGARPLUMS	Christmas Tree Shops, Inc.

2652675.3

[Schedule 1 to Trademark Security Agreement]

RECORDED: 11/12/2020

**TRADEMARK
REEL: 007104 FRAME: 0634**