

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belnick, LLC		01/20/2022	Limited Liability Company: GEORGIA
Belnick Retail, LLC		01/20/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street
Internal Address:	42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	6076606	BLACKARC
Registration Number:	5836052	AMANDA AND KARTER
Registration Number:	5766117	LEATHERSOFT
Registration Number:	5718095	CARNEGIE AVENUE
Registration Number:	5801271	RIVERSTONE
Registration Number:	5699286	EMMA + OLIVER
Registration Number:	5693589	TAYLOR + LOGAN
Registration Number:	5582205	ALAMONT
Registration Number:	5522395	CHURCHCHAIRS4LESS.COM
Registration Number:	5493681	BELNICK WINSLOW HOME
Registration Number:	5219975	GRANDSTAND COMFORT SEATS
Registration Number:	5016519	FLASH FURNITURE F
Registration Number:	4858181	BIZCHAIR.COM
Registration Number:	5887885	HERCULES
Registration Number:	5887879	HERCULES
Registration Number:	4836020	RECLINERCITY

OP \$965.00 6076606

Property Type	Number	Word Mark
Registration Number:	4944240	DREAMWEAVER
Registration Number:	4944239	DREAMWEAVER PERSONALIZED PRODUCTS
Registration Number:	4367874	BIZCHAIR.COM
Registration Number:	4398018	LEATHERSOFT SEATING
Registration Number:	2759001	BIZCHAIR.COM
Registration Number:	3859918	FLASH FURNITURE
Serial Number:	97106486	FLASH ACQUISITIONS
Serial Number:	97035835	CHURCH CHAIRS 4LESS
Serial Number:	97035818	RESTAURANT FURNITURE 4LESS
Serial Number:	90510627	FLASH FURNITURE F
Serial Number:	90510605	FLASH FURNITURE
Serial Number:	90510035	FLASH FURNITURE F
Serial Number:	90510013	FLASH FURNITURE
Serial Number:	90567457	MERRICK LANE
Serial Number:	90822896	FLASH FURNITURE
Serial Number:	87676203	ALAMONT
Serial Number:	85973100	FOLDINGCHAIRS4LESS
Serial Number:	85973069	STACKCHAIRS4LESS.COM
Serial Number:	85973044	CHURCHCHAIRS4LESS.COM
Serial Number:	85973023	SCHOOLFURNITURE4LESS
Serial Number:	78899272	LEATHERSOFT
Serial Number:	77728171	HERCULES FOLDING CHAIR

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (132810-14011)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	132810-14011
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/20/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 20, 2022 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of January 20, 2022 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among BELNICK, LLC, a Georgia limited liability company (the “Borrower”), BELNICK HOLDCO LLC, a Delaware limited liability company, BELNICK RETAIL LLC, a Delaware limited liability company, and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of January 20, 2022 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its U.S. Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 6. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR

PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN. Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

BELNICK, LLC

By 

Name: Gabriel Johnson

Title: Chief Financial Officer

BELNICK RETAIL LLC

By 

Name: Gabriel Johnson

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT


1. REGISTERED TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number
Belnick, LLC	BLACKARC	June 9, 2020	6076606
Belnick, LLC	AMANDA AND KARTER	August 13, 2019	5836052
Belnick, LLC	LEATHERSOFT	May 28, 2019	5766117
Belnick, LLC	CARNEGYP AVENUE	April 2, 2019	5718095
Belnick, LLC	RIVERSTONE	July 9, 2019	5801271
Belnick, LLC	EMMA + OLIVER	March 12, 2019	5699286
Belnick, LLC	TAYLOR + LOGAN	March 5, 2019	5693589
Belnick, LLC	ALAMONT	October 9, 2018	5582205
Belnick, LLC	CHURCHCHAIRS4LESS.COM	July 24, 2018	5522395
Belnick, LLC		June 12, 2018	5493681
Belnick, LLC		June 6, 2017	5219975
Belnick, LLC		August 9, 2016	5016519

Grantor	Trademark	Registration Date	Registration Number
Belnick, LLC		November 24, 2015	4858181
Belnick, LLC		October 22, 2019	5887885
Belnick, LLC	HERCULES	October 22, 2019	5887879
Belnick, LLC	RECLINERCITY	October 20, 2015	4836020
Belnick, LLC	DREAMWEAVER	April 26, 2016	4944240
Belnick, LLC		April 26, 2016	4944239
Belnick Retail, LLC	BIZCHAIR.COM	July 16, 2013	4367874
Belnick, LLC	LEATHERSOFT SEATING	September 3, 2013	4398018
Belnick, Inc.	BIZCHAIR.COM	September 2, 2003	2759001
Belnick, LLC	FLASH FURNITURE	October 12, 2010	3859918

2. TRADEMARK APPLICATIONS

Grantor	Trademark	Application Date	Application Number
Belnick, LLC	FLASH ACQUISITIONS	November 3, 2021	97106486
Belnick, LLC		September 20, 2021	97035835

Grantor	Trademark	Application Date	Application Number
Belnick, LLC	 Restaurant Furniture 4LESS	September 20, 2021	97035818
Belnick, LLC	 FLASH FURNITURE	February 4, 2021	90510627
Belnick, LLC	FLASH FURNITURE	February 4, 2021	90510605
Belnick, LLC	 FLASH FURNITURE	February 4, 2021	90510035
Belnick, LLC	FLASH FURNITURE	February 4, 2021	90510013
Belnick, LLC	MERRICK LANE	March 9, 2021	90567457
Belnick, LLC	 FLASH FURNITURE	July 12, 2021	90822896
Belnick, LLC	ALAMONT	November 8, 2017	87676203
Belnick, Inc.	FOLDINGCHAIRS4LESS	June 28, 2013	85973100
Belnick, Inc.	STACKCHAIRS4LESS.COM	June 28, 2013	85973069
Belnick, Inc.	CHURCHCHAIRS4LESS.COM	June 28, 2013	85973044
Belnick, Inc.	SCHOOLFURNITURE4LESS	June 28, 2013	85973023
Belnick, Inc.	LEATHERSOFT	June 2, 2006	78899272
Belnick, Inc.	HERCULES FOLDING CHAIR	May 4, 2009	77728171