

Exhibit C

DIP Security Agreement

SECURITY AGREEMENT

As of the 29th day of May 2019, in consideration of the execution and delivery of that certain Debtor-in-Possession Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among **AMERICAN HOME PRODUCTS LLC**, a Delaware limited liability company, as Debtor-in-Possession (the "Debtor"), and **THE LOUVER SHOP HOLDINGS, LLC**, a Delaware limited liability company (the "Lender"), pursuant to which the Lender has agreed to make a DIP Loan (as defined in the Credit Agreement) to the Debtor, upon approval of the Credit Agreement by the United States Bankruptcy Court for the Northern District of Georgia, Debtor hereby unconditionally grants and assigns to the Lender to secure the prompt payment and performance in full when due, whether at stated maturity, by acceleration, by mandatory prepayment or otherwise, of the Obligations (as defined below), a continuing security interest and lien in and to (hereinafter referred to as the "Security Interest") all of the Debtor's following described property located upon or used in connection with the Business, and assets of whatever type or description, and all additions thereto and replacements thereof, whether now owned or hereafter created, acquired or reacquired by the Debtor (collectively, the "Collateral"):

(a) all Accounts; all Inventory; all Equipment and Fixtures; all General Intangibles, Payment Intangibles, and Intellectual Property; all Investment Property and Subsidiary Interests; all Deposit Accounts and any and all monies credited by or due from any financial institution or any other depository; all Goods and other personal property, including all merchandise returned or rejected by Account Debtors, relating to or securing any of the Accounts; all rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; all additional amounts due to the Debtor from any Account Debtors relating to the Accounts; other property, including warranty claims, relating to any Goods; all contract rights, rights of payment earned under a contract right, Instruments (including promissory notes), Chattel Paper (including electronic chattel paper), Documents, warehouse receipts, letters of credit, and money; all Commercial Tort Claims (whether now existing or hereafter arising); all Letter-of-Credit Rights (whether or not such Letter of Credit is evidenced by a writing); all Supporting Obligations; all real and personal property of third parties in which the Debtor has been granted a lien or security interest as security for the payment or enforcement of Accounts; and any other goods or personal property, if any, in which the Debtor may hereafter in writing grant a security interest to the Lender hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between the Lender and the Debtor;

(b) the Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by the Debtor or in which it has an interest), computer programs, electronic media, tapes, disks and documents relating to subsection (a) of this definition of Collateral; and

(c) all proceeds and products of clauses (a) and (b) above in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable

instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

The Debtor and the Lender hereby acknowledge and agree that the security interests created hereby in the Collateral constitute continuing collateral security for all of the Obligations, whether now existing or hereafter.

This Security Agreement (the "Agreement") and the Security Interest secure payment and performance of all obligations of the Debtor to the Lender, under this Agreement, the Credit Agreement, and every other Loan Document and any extensions, renewals or amendments thereto, however created, acquired, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, together with all other now existing or hereafter arising Obligations, as such term is defined in the Credit Agreement (all of the foregoing obligations being hereinafter collectively referred to as the "Obligations").

Defined Terms(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement to the extent not otherwise defined or limited herein. To the extent not inconsistent with this Agreement, the rules of construction and interpretation set forth in the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

(b) "Facility Termination Date" means the date as of which all of the following shall have occurred: (a) the Debtor shall have permanently terminated the credit facilities under the Loan Documents by final payment in full of all Outstanding Amounts, together with all accrued and unpaid interest and fees thereon; (b) the DIP Loan Commitment shall have terminated or expired; and (c) the Debtor shall have fully, finally and irrevocably paid and satisfied in full all of its respective obligations and liabilities arising under the Loan Documents, including the Obligations (except for future Obligations consisting of continuing indemnities and other contingent Obligations of the Debtor that may be owing to the Lender, any of its Related Parties or the Lender pursuant to the Loan Documents and expressly survive termination of the Credit Agreement or any other Loan Document).

(c) All terms used to define or describe types of Collateral and rights therein shall have the meanings set forth in the Uniform Commercial Code to the extent not inconsistent with this Agreement.

(d) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(e) No reference to "proceeds" herein shall be deemed to authorize any sale, transfer or other disposition of any Collateral.

(f) In addition, the following terms shall have the meanings set forth below:

“Copyright License” means any written agreement, naming the Debtor as licensor, granting any right under any Copyright.

“Copyrights” means (a) all registered United States copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office, and (b) all renewals thereof.

“Intellectual Property” means all rights, title and interests in the intellectual property arising out of any requirement of Law and any IP Rights relating thereto, including all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses.

“Patent License” means any written agreement providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered by a Patent.

“Patents” means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

“Trademark License” means any written agreement providing for the grant by or to the Debtor of any right to use any Trademark.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code.

Uniform Commercial Code Financing Statements. So long as any of the Obligations remain outstanding, the Debtor hereby irrevocably authorizes the Lender to file such financing statements, continuation statements, amendments and such other documents as the Lender may deem necessary or desirable to protect or perfect the interest of the Lender in the Collateral, and appoints the Lender as the Debtor’s attorney-in-fact, with a power of attorney to execute on the Debtor’s behalf such Uniform Commercial Code financing statement forms, continuation statements, amendments and other similar instruments as the Lender may from time to time deem necessary or desirable to protect or perfect such interests in the Collateral. Such power of attorney is coupled with an interest and shall be irrevocable. In addition, the Debtor agrees to make, execute, furnish, deliver or cause to be done, furnished, executed and delivered all such further acts, information, documents and things as the Lender may require for the purpose of

perfecting or protecting the rights of the Lender hereunder or otherwise giving effect to this Agreement, all promptly upon request therefor. Nothing contained in this paragraph shall be a limitation of the rights of the Lender as a Secured Party under the Uniform Commercial Code.

Representations and Warranties. The Debtor represents and warrants to the Lender that the Debtor is the owner of the Collateral, free from any right or claim of any Person or any Lien, except for (a) the Security Interest created by this Agreement; (b) the prepetition Liens of Lender; and (c) Permitted Liens (as defined in the Credit Agreement).

Lender's Perfected First Priority Security Interest. The Debtor further represents and warrants that upon entry of the Approved Order (as defined in the Credit Agreement) the Liens and security interests granted to the Lender are valid super-priority Liens and security interests in the Collateral afforded priority set forth under Section 364(d) of the Bankruptcy Code, or in priority afforded by Section 364(c)(2) and (3) of the Bankruptcy Code, as applicable, pursuant to the Approval Order. Each has been perfected by entry of the Approval Order and such other documents as Lender elects to prepare and file in its sole discretion. Notwithstanding the foregoing, the Lender shall not be required to file any financing statements, notices or similar instruments in any jurisdiction or filing office or to take any other action in order to validate and perfect such Liens and security interests pursuant to the Approval Order. Notwithstanding the foregoing, the Borrower agrees that the Lender is authorized to file or record financing statements or assignments with respect to the Collateral without the signature of the Borrower in such form and in such offices as the Lender determines appropriate to further evidence the perfection of its security interests under the Loan Documents.

Location of Collateral and Records. The Debtor further represents and warrants that it now keeps all records concerning the Collateral at the chief executive office of Debtor which is at the address set forth on **Schedule 1** attached hereto. The Debtor covenants and agrees that: (a) without providing at least thirty (30) days' prior written notice to the Lender, the Debtor will not keep any of such records at any other address or change its name, chief executive office, places of business, mailing address, or organizational identification number. Debtor shall advise the Lender, in writing at least thirty (30) days in advance of any change in the location of the place where it keeps any of the Collateral or of the chief executive office. Debtor represents and warrants that all names and addresses under and at which it has operated and owned the Collateral for the five (5) year period prior to the Agreement Date are listed on **Schedule 1**.

Perfection.

The Debtor shall at any time, and from time to time, take such steps as the Lender may reasonably request for the Lender (1) to obtain an acknowledgment, in form and substance satisfactory to the Lender, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Lender and that the bailee agrees to comply, without consent or notice to the Debtor with the Lender's instructions, (2) to obtain "control" of any investment property deposit accounts, letter of credit rights or electronic chattel paper in accordance with Article 9 of the Uniform Commercial Code, with any agreements establishing control, to be in form and substance satisfactory to the Lender, and (3) otherwise to insure the continued perfection and priority of the Lender's Security Interest in any of the Collateral and of the preservation of its rights therein. In furtherance of the foregoing, Debtor shall promptly notify

the Lender in writing if Debtor acquires any property or interest which constitutes Collateral or if any Collateral is at any time in the possession of a bailee, and shall endorse, assign and deliver to the Lender or cause the Lender to be the registered holder of, any securities, financial assets or other investment property now owned or hereafter acquired by Debtor.

Other Acts as to Any and All Collateral. The Debtor agrees to comply with the covenants and agreements set forth in the Credit Agreement, including such covenants as pertain to the Collateral. In addition, the Debtor agrees, at the request and option of the Lender, to take any and all other actions the Lender may reasonably determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender's Security Interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) causing the Lender's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Lender to enforce, the Lender's Security Interest in such Collateral, (iii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Lender to enforce, the Lender's Security Interest in such Collateral, (iv) obtaining governmental and, subject to the provisions of the Credit Agreement, other third party waivers, consents and approvals in form and substance satisfactory to Lender, including, without limitation, any consent of any licensor, lessor or other Person obligated on Collateral, and (v) subject to the provisions of the Credit Agreement, obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Lender.

Savings Clause. Nothing contained in this Section 6 shall be construed to narrow the scope of the Lender's security interest in any of the Collateral or the perfection or priority thereof or to impair or otherwise limit any of the rights, powers, privileges or remedies of the Lender hereunder.

Personal Property. The parties intend that, to the extent permitted by applicable law, the Collateral shall remain personal property irrespective of the manner of its attachment or affixation to realty.

Risk of Loss. Any and all injury to, or loss or destruction of, the Collateral shall be at the Debtor's risk and shall not release Debtor from its Obligations.

Insurance. The Debtor agrees to maintain or cause to be maintained insurance with financially sound and reputable insurers with respect to the Collateral and their businesses against such casualties and contingencies as required by the Credit Agreement and this Agreement.

Event of Default and Remedies. An Event of Default shall exist under the terms of this Agreement upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default hereunder, Lender may exercise all rights and remedies applicable under the Credit Agreement, and applicable law and equity, pursuant to the terms of the Approval Order.

Attorney in Fact. Subject to the Approval Order, Debtor hereby further irrevocably constitutes and appoints the Lender as its attorney-in-fact, with power of substitution, with authority, upon the occurrence and during the continuation of an Event of Default, to: (a) collect all Accounts, endorse its name on any note, acceptance, check, draft, money order or other evidence of debt or of payment which constitutes a portion of the Collateral and which may come into the possession of the Lender; (b) take such action, execute such documents, and perform such work, as the Lender may deem appropriate in exercise of the rights and remedies granted the Lender herein or in any other Loan Document; (c) compromise and settle or to sell, assign or transfer or to ask, collect, receive or issue any and all claims possessed by the Debtor which constitute a portion of the Collateral, all in the name of the Debtor; and (d) generally to do such other things and acts in the name of the Debtor with respect to the Collateral as are necessary or appropriate to protect or enforce the rights of the Lender hereunder or under any other Loan Document. The powers of attorney granted herein are coupled with an interest and shall be irrevocable. To the extent permitted by law, the Debtor hereby ratifies all that said attorney-in-fact shall lawfully do or cause to be done. The powers conferred on the Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Lender's own willful misconduct, as determined by a final, non-appealable order of a court having jurisdiction over the subject matter. To the extent that the Lender shall incur any costs or pay any expenses in connection with its rights hereunder, including any costs or expenses of litigation associated therewith, such costs, expenses or payments shall be included in the Obligations secured hereby and shall bear interest from the payment of such costs or expenses at the Default Rate.

Remedies Cumulative. The Debtor agrees that the rights of the Lender, or any of them, under this Agreement, the Credit Agreement, any other Loan Document (including the Approval Order) or any other contract or agreement now or hereafter in existence between the Lender and the Debtor and the other obligors thereunder, or any of them, shall be cumulative, and that the Lender may from time to time exercise such rights and such remedies as such Person or Persons may have thereunder and under the laws of the United States or any state, as applicable, in the manner and at the time that the Person or Persons in its or their sole discretion desire, subject to the terms of such agreements. The Debtor further expressly agrees that the Lender shall in no event be under any obligation to resort to any Collateral secured hereby prior to exercising any other rights that the Lender may have against Debtor or its property, nor shall the Lender be required to resort to any other collateral or security for the Obligations, prior to any exercise of the Lender's rights against Debtor and its property hereunder.

Lender's Right to Immediate Possession and Disposition of Collateral. The Debtor hereby acknowledges that the Obligations arose out of a commercial transaction and agrees that if an Event of Default shall occur, the Lender shall have the right to immediate possession without notice or a hearing, (except to the extent set forth in the Credit Agreement or Approval Order) and, to the extent permitted by law, hereby knowingly and intelligently waive any and all rights they may have to any notice and posting of a bond by the Lender prior to seizure by the Lender, or any of its transferees, assigns or successors in interest, of the Collateral or any portion thereof. Immediately upon the occurrence of an Event of Default and from time

to time thereafter, the Lender may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Lender's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, shall be to deal with such Collateral in substantially the same manner as the Lender deals with similar property for its own account. The Lender may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's chief executive office(s) or at such other locations as the Lender may reasonably designate. In addition, to the extent permitted by applicable law, the Debtor waives any and all rights that they may have to a judicial hearing in advance of the enforcement of any of the Lender's rights and remedies hereunder.

Marshalling. The Lender shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and Debtor hereby irrevocably waives the benefits of all such laws in connection with the enforcement of this Agreement and the other Loan Documents.

No Release or Waiver. No transfer or renewal, extension, assignment or termination of this Agreement or of the Credit Agreement or of any other Loan Document, or additional DIP Loans made by the Lender to the Debtor, or the taking of further security, nor the retaking or re-delivery of the Collateral by the Lender, or any other act of the Lender, shall release the Debtor from, or waive any Obligation, except a release or waiver executed in writing by the Lender in accordance with the Credit Agreement with respect to such Obligation or until the Facility Termination Date.

Assignment. The Debtor agrees that this Agreement and the rights hereunder may, in the discretion of the Lender, be assigned in whole or in part in connection with any assignment of the Credit Agreement or the Obligations evidenced thereby. In the event this Agreement or the rights hereunder are so assigned by the Lender, the term "Lender," wherever used herein, shall be deemed, as applicable, to refer to and include any such assignee. The Debtor shall not assign its rights in this Agreement.

Successors. This Agreement shall apply to and bind the respective successors and permitted assigns of the Debtor and inure to the benefit of the Lender and the successors and permitted assigns of the Lender.

Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be given in a fashion prescribed in the Credit Agreement.

Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws (and not the law of conflicts) of the State of Georgia. This Agreement, together with the Credit Agreement and all other Loan Documents and all documents and agreements referred to herein and therein, constitute the entire agreement among the Debtor and the Lender with respect to the matters addressed herein and may not be modified except by a writing executed by the Lender and delivered to the Debtor.

Severability. If any paragraph or part thereof of this Agreement shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.


Release of Collateral. Upon the Facility Termination Date, this Agreement shall terminate and the Lender shall release all the Liens and security interests on the Collateral securing the Obligations hereunder and provide UCC-3 Termination Statements, if applicable, to accomplish the same to be filed at Debtor's expense regardless of any other existing or future agreement between Debtor and the Lender, individually or collectively, providing for the cross-collateralization of the Collateral pursuant to any such existing or future agreement; provided Debtor is not in default under any such existing or future agreement.

(Signatures begin on the following page.)

IN WITNESS WHEREOF, the undersigned parties hereunto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

DEBTOR:

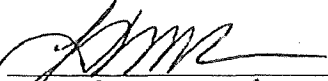
AMERICAN HOME PRODUCTS LLC, a
Delaware limited liability company,
as debtor-in-possession

By: 
Name: Greg Bangs
Title: CEO

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LENDER:

THE LOUVER SHOP HOLDINGS, LLC, a
Delaware limited liability company

By: 
Name: STEVEN A. ...
Title: President

SCHEDULE 1

ADDRESS(ES)
DEBTOR'S CHIEF EXECUTIVE OFFICE

AMERICAN HOME PRODUCTS LLC

Address

1215 Palmour Drive
Gainesville, Georgia 30501