

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5274266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PNC BANK, NATIONAL ASSOCIATION, AS EXISTING TERM LOAN AGENT AND ASSIGNOR	12/03/2018
RECEIVING PARTY DATA	
Name:	SJC DLF III-L, LLC, AS SUCCESSOR AGENT AND ASSIGNEE
Street Address:	1700 EAST PUTNAM AVENUE
Internal Address:	SUITE 207
City:	OLD GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06870
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7281310
Patent Number:	8973314
Patent Number:	D735362
Application Number:	13644482
Application Number:	14132552
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
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:	1024237 PAT
NAME OF SUBMITTER:	KAREN S. COTTRELL
SIGNATURE:	/Karen S. Cottrell/

12/10/2018

[illegible]

REEL: 047762 FRAME: 0122

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 3, 2018, (this “Assignment and Assumption”) is made by PNC Bank, National Association, as Existing Term Loan Agent (in such capacity, the “Assignor”) and SJC DLF III-L, LLC, as Successor Agent (in such capacity, the “Assignee”).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of November 1, 2018, among BW EMPIRE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), NACS USA INC., a Delaware corporation (“NACS”), FLETCHER WOOD SOLUTIONS, INC., a Delaware corporation (“Fletcher”), COMANCHE INVESTMENTS, LLC, a Delaware limited liability company (“Comanche”), FAIRFIELD ROAD, LLC (“Fairfield”), a North Carolina limited liability company, ORNAMENTAL MOULDINGS, LLC, a Delaware limited liability company (“Ornamental Mouldings”), ORNAMENTAL PRODUCTS, LLC, a North Carolina limited liability company (“Ornamental Products”), L. J. SMITH, INC., an Ohio corporation (“L. J. Smith”, and together with Ornamental Mouldings, Ornamental Products and Empire, the “Existing Grantors” and each an “Existing Grantor”), SOUTHWEST MOULDING CREATIVE WOOD PRODUCTS, LP, a Texas limited partnership (“Southwest Wood”), THE EMPIRE COMPANY, LLC, a Michigan limited liability company (“Empire”), SOUTHWEST MOULDING CO., LP, a Texas limited partnership (“Southwest Moulding”), SOUTHWEST MOULDING TRUCKING CO., LP, a Texas limited partnership (“Southwest Trucking”), and NOVO BUILDING PRODUCTS, LLC, a North Carolina limited liability company (“Novo LLC”, and together with the Existing Grantors, Holdings, NACS, Fletcher, Comanche, Fairfield, Southwest Wood, Southwest Moulding, Southwest Trucking and Novo LLC, and each Person incorporated or organized under the laws of any State of the United States joined thereto as a borrower from time to time, collectively, the “Borrowers” and each individually, a “Borrower”), the other parties party thereto and the Assignor, as a term loan lender and agent (as heretofore amended, modified and supplemented, the “Existing Loan Agreement”), the Existing Grantors granted to the Assignor a security interest in, among other collateral, the Existing IP Collateral (as defined below);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of November 1, 2018 and recorded on November 5, 2018 with the United States Patent and Trademark Office at Reel 6473, Frame 0500 (the “Existing IP Security Agreement”), the Existing Grantors granted to the Assignor a continuing security interest in all of the Existing Grantors’ Trademarks (as defined in the Existing IP Security Agreement), including those set forth on Schedule A attached hereto (the “Existing Trademarks”);

WHEREAS, pursuant to the Existing IP Security Agreement, dated as of November 1, 2018 and recorded on November 2, 2018 with the United States Patent and Trademark Office at Reel 047387, Frame 0813, the Existing Grantors granted to the Assignor a continuing security interest in all of the Existing Grantors’ Patents (as defined in the Existing IP Security Agreement), including those set forth on Schedule B attached hereto (the “Existing Patents”);

WHEREAS, pursuant to the Existing IP Security Agreement, dated as of November 1, 2018 and filed for recordation on November 2, 2018 with the United States Copyright Office, such filing attached hereto as Exhibit A, the Existing Grantors granted to the Assignor a continuing security interest in all of the Existing Grantors’ Copyrights (as defined in the Existing IP Security Agreement), including those set forth on Schedule C attached hereto (the “Existing Copyrights”, and together with the Existing Trademarks and the Existing Patents, the “Existing IP Collateral”);

WHEREAS, among others, the Assignor and the Assignee have entered into that certain Amended and Restated Term Loan and Security Agreement, dated as of the date hereof, among the Borrowers, AWM ACQUISITIONS CORPORATION, a Maryland Corporation (“AWM”), ORNAMENTAL INVESTMENTS, L.L.C., a North Carolina limited liability company (“Ornamental Investments”), EMPIRE SW LP, LLC, a Michigan limited liability company (“Empire LP”), EMPIRE/SOUTHWEST GP, LLC, a Texas limited

liability company ("Empire GP"), CWP/SMT GP, LLC, a Texas limited liability company ("CWP"), NOVO BUILDING PRODUCTS COMPANY, a Delaware corporation ("Novo Company"), and KOK'S WOODGOODS, LLC, a Michigan limited liability company ("Koks", and together with AWM, Ornamental Investments, Empire LP, Empire GP, CWP and Novo Company, and any other Person who may hereafter guarantee payment or performance of the whole or any part of the Obligations, collectively, the "Guarantors" and each individually, a "Guarantor"), the Assignor, as Existing Term Loan Agent, and the Assignee, as a Lender and Successor Agent (as heretofore amended, modified and supplemented, the "A&R Loan Agreement"), whereby the Assignor transferred to the Assignee, among other things, all of the Assignor's rights and obligations under the Existing Loan Agreement and Existing IP Security Agreement;

WHEREAS, the Assignor wishes to transfer all of its rights and obligations under the Existing IP Security Agreement to the Assignee pursuant to the A&R Loan Agreement, and the Assignee wishes to obtain from the Assignor, all of the Assignor's rights and obligations under the Existing IP Security Agreement, including the secured rights in the Existing IP Collateral; and

WHEREAS, pursuant to the A&R Loan Agreement, the Existing Grantors have reaffirmed their grant to the Assignee of a continuing security interest in, among other collateral, the Existing IP Collateral;

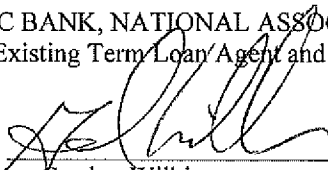
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee without recourse and without any representation or warranty of any kind, nature or description, and the Assignee hereby assumes from the Assignor, the Assignor's entire right, title and interest in and to the Existing IP Security Agreement and to the secured rights in and to the Existing IP Collateral.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the A&R Loan Agreement. This assignment is made in accordance with and subject to the A&R Loan Agreement. In the event of any inconsistency between the terms and conditions of the A&R Loan Agreement and this assignment, the terms of the A&R Loan Agreement shall control.

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IN WITNESS WHEREOF, the undersigned have executed this assignment as of the date first above written.

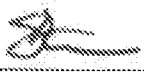
PNC BANK, NATIONAL ASSOCIATION,
as Existing Term Loan Agent and Assignor

By: 
Name: Gordon Wilkins
Title: Senior Vice President

[Assignment of Grant of Security Interest in IP Collateral]

PATENT
REEL: 047762 FRAME: 0126

SJC DLF III-L, LLC,
as Successor Agent and Assignee

By: 
Name: Stephen J. Czech
Title: Authorized Signatory

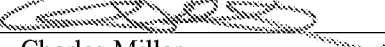
[Assignment of Grant of Security Interest in IP Collateral]

ACKNOWLEDGED AND AGREED:

EXISTING GRANTORS:


ORNAMENTAL PRODUCTS, LLC

✕

By: 
Name: Charles Miller
Title: Secretary


ORNAMENTAL MOULDINGS, LLC

✕

By: 
Name: Charles Miller
Title: Secretary

THE EMPIRE COMPANY, LLC

✕

By: 
Name: Charles Miller
Title: Secretary





L. J. SMITH, INC.

✕

By: 
Name: Charles Miller
Title: Secretary

SCHEDULE A TO ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Existing Trademarks

Grantor	Mark	Serial/ Registration Number
ORNAMENTAL MOULDINGS, LLC		2435175
THE EMPIRE COMPANY, LLC	Findit	4426585
THE EMPIRE COMPANY, LLC		4065682
THE EMPIRE COMPANY, LLC	THE GALLERY COLLECTION	2816574
THE EMPIRE COMPANY, LLC	EMPIRE	2414144
THE EMPIRE COMPANY, LLC		1521831
THE EMPIRE COMPANY, LLC		4748892
THE EMPIRE COMPANY, LLC	ARTISE & WRIGHT	4785356
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS plus design (for girders, rods, rails)	Reg. No. 5,094,699
L. J. SMITH, INC.	RAILPRO	Reg. No. 2,674,958
L. J. SMITH, INC.	RAIL PRO plus design	Reg. No. 2,639,309
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS and designs (for elevators, escalators and staircases)	Reg. No. 2,000,655
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS (interior hardwood stairway parts etc	Reg. No. 1,999,084
L. J. SMITH, INC.	ACCUSTAIR	Reg. No. 1,832,042

L. J. SMITH, INC.	CONNECT-A-KIT	Reg. No. 1,815,426
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SCHEDULE B TO ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Existing Patents

Grantor	Title	Registration Number
ORNAMENTAL PRODUCTS, LLC	Modular Storage and Organization System for Existing Cabinets	13644482
ORNAMENTAL PRODUCTS, LLC	Width-Adjustable Storage Module for Cabinets	14132552
L. J. SMITH, INC.	Baluster Driving Tool	7,281,310
L. J. SMITH, INC.	Newell System and Installation	8,973,314
L. J. SMITH, INC.	Three-Sided Box Newell	D735,362

SCHEDULE C TO ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Existing Copyrights

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Basket weave corbels (Visual Material)	VA0001236578
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Braid corbels (Visual Material)	VA0001236579
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3015	VA0001290320
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3017	VA0001290323
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3019	VA0001292273
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3022	VA0001292272
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-3023	VA0001292274

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3036	VA0001387757
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3036	VA0001387758
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3038	VA0001387759
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-5109	VA0001387755
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7005	VA0001290319
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-44	VA0001290322
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-45	VA0001290321

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-46	VA0001290328
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-47	VA0001290327
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-48	VA0001290329
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-49	VA0001290326
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-50	VA0001290325
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-51	VA0001290324
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA74	VA0001387762
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY,	IM-CA75	VA0001387756

Grantors	Copyright	Registration Number
LLC AND ORNAMENTAL MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA76	VA0001387764
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA77	VA0001387763
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA78	VA0001387761
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA79	VA0001387760
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Leaf & berry corbels	VA0001236576
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3000	VA0001266902
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-3001	VA0001266921

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3002	VA0001266916
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3003	VA0001266932
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3004	VA0001266918
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3005	VA0001266949
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3009	VA0001266901
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3010	VA0001266913
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3011	VA0001266917

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3012	VA0001266900
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3013	VA0001266922
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3014	VA0001266939
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3016	VA0001266906
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3020	VA0001266941
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3024	VA0001266920
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3025	VA0001266919
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY,	IM-3026	VA0001266905

Grantors	Copyright	Registration Number
LLC AND ORNAMENTAL MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7000	VA0001266946
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7001	VA0001266947
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7003	VA0001266914
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7010	VA0001266945
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-28	VA0001266935
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-29	VA0001266927
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-CA-30	VA0001266903

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-31	VA0001266928
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-32	VA0001266912
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-33	VA0001266933
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-37	VA0001266911
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-38	VA0001266934
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-39	VA0001266929
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-40	VA0001266904

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-41	VA0001266936
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-42	VA0001266937
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-43	VA0001266907
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-56	VA0001266940
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-57	VA0001266930
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-58	VA0001266948
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-59	VA0001266943
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY,	IM-CA-60	VA0001266944

Grantors	Copyright	Registration Number
LLC AND ORNAMENTAL MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-61	VA0001266931
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-62	VA0001266938
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-63	VA0001266942
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-197	VA0001266926
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-257	VA0001266924
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-258	VA0001266910
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	PR-MU-OP-259	VA0001266909

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-260	VA0001266908
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-261	VA0001266923
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-262	VA0001266925
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-263	VA0001266915
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Partnership for Profits	TX0004167235
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings, A Detail that Makes the Difference: (advertising material) text	TX0002725101
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings: The Classic Elegance of Wood (text)	TX0002805298

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings: The Complete Selection of Classic Wood Mouldings (Visual Material)	TX0002718251
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	No. 706 (Visual Material)	VA0000288661
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Solid Wood Architectural Casings (text)	TX0002785744
L. J. SMITH, INC.	Seven reasons that L. J. Smith stair systems means big bucks to you!	VA0000561398
L. J. SMITH, INC.	Accustair computerized take-off.	PA0000729757
L. J. SMITH, INC.	Baluster centerline tool instructions.	VA0000561410
L. J. SMITH, INC.	Bending rail instructions.	VA0000561372
L. J. SMITH, INC.	Challis Stairways, Inc. brochure / By Challis Stairways, Inc.	V2859P008-009
L. J. SMITH, INC.	Challis Stair Parts : form no. S-0293 CHADSL.	VA0000583144
L. J. SMITH, INC.	Challis Stair Parts : form no. S-0293 CHALLIS.	VA0000583145
L. J. SMITH, INC.	Challis stair parts : no. LJ-0194, CHPRIC.	VA0000644931
L. J. SMITH, INC.	Climbing volute installation instructions : LJ-0294, CVINST.	VA0000644937
L. J. SMITH, INC.	The colonial series.	VA0000561414
L. J. SMITH, INC.	The Conect-A-Kit advantage.	VA0000644932

Grantors	Copyright	Registration Number
L. J. SMITH, INC.	Conect-A-Kit assembly instructions : LJ-0194-CAKINST.	VA0000644933
L. J. SMITH, INC.	Exterior rail and porch systems : no. M-0893, exterior.	VA0000644930
L. J. SMITH, INC.	False tread installation.	VA0000561373
L. J. SMITH, INC.	False tread kit installation instructions : no. LJ-0194-FTKIT.	VA0000645965
L. J. SMITH, INC.	Handrail fitting installation instructions.	VA0000561375
L. J. SMITH, INC.	Have you been looking for the answer to your sales problems with stairparts?	VA0000561412
L. J. SMITH, INC.	Instructions for determining utility newel height under volutes, turnouts, starting easings with cap or climbing volutes : no. LJ-0194-NWLINST.	VA0000645966
L. J. SMITH, INC.	Kurver kit video.	PA0000612135
L. J. SMITH, INC.	L.J. Smith balustrade installation guide.	VA0000561397
L. J. SMITH, INC.	L.J. Smith circular and spiral stair systems.	VA0000561401
L. J. SMITH, INC.	L.J. Smith code compliance, turning the 4" sphere rule into profits!	VA0000561406
L. J. SMITH, INC.	L.J. Smith Construction techniques.	VA0000561416
L. J. SMITH, INC.	L.J. Smith Custom stair division.	VA0000561419
L. J. SMITH, INC.	L.J. Smith displays.	VA0000561376
L. J. SMITH, INC.	L.J. Smith, How to layout a circular staircase.	VA0000561421
L. J. SMITH, INC.	L.J. Smith, Inc., 34"-38" code compliance.	VA0000561415
L. J. SMITH, INC.	L.J. Smith, Inc. Installation guide,	VA0000561418

Grantors	Copyright	Registration Number
	spiral staircase.	
L. J. SMITH, INC.	L.J. Smith metal spiral stair systems.	VA0000561409
L. J. SMITH, INC.	L.J. Smith metal spiral stair systems installation guide.	VA0000561408
L. J. SMITH, INC.	L.J. Smith presents a wooden pre-assembled adjustable railing system.	VA0000561433
L. J. SMITH, INC.	L.J. Smith Quality hardwood circular stairs installation guide.	VA0000561420
L. J. SMITH, INC.	L.J. Smith Quality hardwood stair systems.	VA0000561431
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems and primed balusters price list : effective January 3, 1994.	VA0000664979
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems cherry price list effective Jan. 1, 1990.	VA0000561403
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems, price list effective February 24, 1992.	VA0000561405
L. J. SMITH, INC.	L.J. Smith Quality hemlock stair systems.	VA0000561428
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems: form no. LJ0394HEMCAT.	VA0000664677
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems price list effective February 24, 1992.	VA0000561404
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems price list: effective January 3, 1994.	VA0000664978
L. J. SMITH, INC.	L. J. Smith stair systems.	VA0001382262
L. J. SMITH, INC.	L.J. Smith stair systems.	VA0000649267

Grantors	Copyright	Registration Number
L. J. SMITH, INC.	L.J. Smith stair systems (clip-art collection)	VA0000561378
L. J. SMITH, INC.	L.J. Smith stair systems newel mounting kit : no. S-3004.	VA0000561400
L. J. SMITH, INC.	L.J. Smith stair systems newel mounting plate : no. S-3006.	VA0000561399
L. J. SMITH, INC.	L.J. Smith stair systems primed balusters price list, effective February 24, 1992.	VA0000561402
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing.	VA0000561427
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing (clip-art)	VA0000561423
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing preassembled, easy and quick installation, labor saving.	VA0000561426
L. J. SMITH, INC.	L.J. Smith stair systems, use and care statement.0	TX0004148730
L. J. SMITH, INC.	An L.J. Smith stairway adds lasting beauty and value to your home.	VA0000655743
L. J. SMITH, INC.	L.J. Smith stairway installation tools and hardware.	VA0000581186
L. J. SMITH, INC.	[Logo ad slick] : no. S-0194, logos.	VA0000644935
L. J. SMITH, INC.	Morgan stair systems list prices.	TX0003559087
L. J. SMITH, INC.	Morgan stairways.	VA0000561377
L. J. SMITH, INC.	Morgan Stairways.	VA0000561430
L. J. SMITH, INC.	Morgan stairways.	VA0000570328
L. J. SMITH, INC.	Morgan stairways.	VA0000570329
L. J. SMITH, INC.	Morgan Stairways : form no. M-0592.	VA0000583207

Grantors	Copyright	Registration Number
L. J. SMITH, INC.	New line take-off floor plans.	VA0000645753
L. J. SMITH, INC.	“One step at a time” stair system installation guide.	VA0000561432
L. J. SMITH, INC.	A plan for distinctive design.	PA0000658976
L. J. SMITH, INC.	Predrilled exterior balustrade installation instructions.	VA0000644936
L. J. SMITH, INC.	Procurve component parts circular stair system.	VA0000581185
L. J. SMITH, INC.	Product line refinement : no. LJ-1193, PLR.	VA0000644929
L. J. SMITH, INC.	Quality hardwood stair systems : no. LJ-0194, LJSYST.	VA0000644939
L. J. SMITH, INC.	Quotation comparison checklist for circular staircases.	TX0003528775
L. J. SMITH, INC.	Rail Easy, Morgan Stairways.	VA0000561434
L. J. SMITH, INC.	Rail Easy stair system.	VA0000561413
L. J. SMITH, INC.	RailPro adjustable railing featuring full adjustability.	VA0000561424
L. J. SMITH, INC.	RailPro assembly and installation guide.	VA0000561422
L. J. SMITH, INC.	RailPro assembly and installation video.	PA0000612134
L. J. SMITH, INC.	RailPro price list.	TX0003559086
L. J. SMITH, INC.	RailPro retail dealer stocking display.	TX0003528776
L. J. SMITH, INC.	Replace it yourself with the new L. J. Smith RailPro all wood adjustable railing system.	VA0000561425
L. J. SMITH, INC.	Selling RailPro.	PA0000658807
L. J. SMITH, INC.	Selling stair systems.	PA0000612136
L. J. SMITH, INC.	Selling up to L. J. Smith stair systems.	VA0000561374

Grantors	Copyright	Registration Number
L. J. SMITH, INC.	Stair parts conversion chart.	TX0003517225
L. J. SMITH, INC.	Stairway installation improvements.	PA0000715101
L. J. SMITH, INC.	Stairway installation tools & hardware.	PA0000715167
L. J. SMITH, INC.	Stairway installer information : no. LJ-0294, PLRFLYR.	VA0000645964
L. J. SMITH, INC.	Stairway manual : installation guide for stairs : no. M-0593, STAIRGD.	VA0000644938
L. J. SMITH, INC.	Starting step installation instructions : no. S-0194-SSINST.	VA0000644934
L. J. SMITH, INC.	Stepping up with L. J. Smith stair systems.	VA0000664980
L. J. SMITH, INC.	Stepping up with L. J. Smith stair systems.	VA0000561429
L. J. SMITH, INC.	Take off checklist, sample floor plans.	VA0000561407
L. J. SMITH, INC.	Takeoff checklist over the post system.	TX0003528777
L. J. SMITH, INC.	Transition fittings.	VA0000561417
L. J. SMITH, INC.	Use and care statement / from L. J. Smith.	TX0003517226
L. J. SMITH, INC.	Your materials list.	VA0000561411

Exhibit A

[see attached]

RECEIVED IN THE UNITED STATES COPYRIGHT OFFICE
COPYRIGHT ASSIGNMENT

GRANTOR: L. J. Smith, Inc. and 4 others

AGENT: PNC Bank, National Association

WORK(S): Basket weave corbels (Visual Material) and 173 others

DATE MAILED: November 1, 2018

TOTAL FEE: \$1,285.00

DOCUMENT(S) FILED:

- | | | | |
|---|---------------------------|------------------------------|---------------------------|
| <input checked="" type="checkbox"/> [X] | DOCUMENT COVER SHEET | <input type="checkbox"/> [] | AFFIDAVIT - SECTION 12(c) |
| <input type="checkbox"/> [] | FORM PA APPLICATION | <input type="checkbox"/> [] | APPLICATION FOR RENEWAL |
| <input checked="" type="checkbox"/> [X] | COPY OF ORIGINAL DOCUMENT | <input type="checkbox"/> [] | NOTICE OF OPPOSITION |
| <input type="checkbox"/> [] | COPIES OF VISUAL WORKS | | |

COMMENTS: Please find enclosed two Document Cover Sheets and a copy of original document -- 074658-18085

074658.18085/114055211v.1

Phone: (215) 569-5619
Fax: (215) 832-5619
Email: pecsenye@blankrome.com

November 1, 2018

VIA FEDEX

Special Handling
Library of Congress
Copyright Office- DOC, LM 433
101 Independence Ave SE
Washington, DC 20559-6000

Re: Request for Special Handling
Intellectual Property Security Agreement
Grantor: L. J. Smith, Inc.
Agent: PNC Bank, National Association

Dear Sir or Madam:

We write to request that the enclosed Intellectual Property Security Agreement be recorded with Special Handling by the U.S. Copyright Office. The recordation will require Special Handling because of contract deadlines that necessitate the expedited recordation.

Thank you for reviewing our request. We look forward to your response. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely yours,

TIMOTHY D. PECSENYE

TDP:mkc
Attachments

Phone: (215) 569-5619
Fax: (215) 832-5619
Email: pecsenye@blankrome.com

Re: Request for Special Handling
Intellectual Property Security Agreement
Grantor: L. J. Smith, Inc.
Agent: PNC Bank, National Association

STATEMENT

The content of the enclosed letter is true to the best of my knowledge.

TIMOTHY D. PECSENYE

Correspondent Attorney for
the Assignee



Form DCS (Document Cover Sheet)

For Recordation of Documents under 17 U.S.C. §205

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information (PII) requested on this form. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Electronic Title List Enclosed ☐

Declaration of Ownership in a Musical Work (DOMW) ☐

If DOMW is checked, an electronic title list must be enclosed and "Electronic Title List Enclosed" must also be checked.

DO NOT WRITE IN THIS BOX

Volume _____ Document _____

SR# _____

Date of recordation M _____ D _____ Y _____

(ASSIGNED BY THE COPYRIGHT OFFICE)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

Send to: Library of Congress, Copyright Office—DOC, LM 433, 101 Independence Avenue SE, Washington, DC 20559-6000

If submitting a DOMW, send to: Copyright Office—DOMW, P.O. Box 71537, Washington, DC 20024-1537

To the Register of Copyrights: Please record the accompanying document.

IMPORTANT: Please read all instructions for completing this form. If you have enclosed an electronic title list or if your document is a Declaration of Ownership in a Musical Work (DOMW), check the appropriate box(es) on the top of this page.

- 1** Title of first work provided in document
Basket weave corbels (Visual Material)

- 2** Total number of titles in document
174

- 3** Page number(s) in document where titles information can be located
5

- 4** Amount of fee calculated \$ 1,285 (Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))

- 5** Fee enclosed
☐ Check ☐ Money Order
☒ Fee authorized to be charged to Copyright Office deposit account
Deposit account number DA063088
Deposit account name Blank Rome LLP
- 6** Return receipt requested
☒ If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope
- 7** Redacted document
☐ Check if document is redacted
☐ Check if a written justification for redacted material not enumerated in 37 C.F.R. § 201.4(d)(4)(i) is enclosed
- 8** English translation
☐ Check if an English translation of non-English material is enclosed

9 Document type

(Check the one that best describes the document.)

- ☐ Assignment ☐ Exclusive License ☐ Non-Exclusive License
☐ Change of Address ☒ Mortgage or Security Agreement
☐ Affidavit/Declaration/Certification ☐ Court Order ☐ Will
☐ Change of Name (e.g., via merger agreement, amendment to articles of incorporation)
☐ Other _____

10 Document's Date of Execution

November 1, 2018

11 Party Information

(Provide the names of all parties to the document and the nature of their respective relationships to the document, including which party, if any, is the current copyright owner of the works to which the document pertains. A mailing address must also be provided if submitting a DOMW and may be voluntarily provided for all other documents. If more space is needed, attach an additional sheet.)

Name L. J. Smith, Inc.
Relationship Grantor
Number/Street 165 Broadway, 52 Floor Apt/Suite _____
City New York State NY Zip 10006
Name PNC Bank, National Association
Relationship Agent
Number/Street 500 First Avenue Apt/Suite _____
City Pittsburgh State PS Zip 15219

☒ List continued on an attached additional sheet

12 Remitter Information and Certifications

(You, the individual actually submitting this form and the attached document to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the document is successfully recorded.)

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying document, and any other enclosed materials to the U.S. Copyright Office for recordation, and all information I have submitted is true, accurate, and complete to the best of my knowledge.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature _____ Date _____

Name Timothy D. Pecsénye
Title/Organization Blank Rome LLP
Number/Street One Logan Square, 8th Floor Apt/Suite _____
City Philadelphia State PA Zip 19103
Phone number 215-569-5619 Fax number 215-832-5619
Email pecsenye@blankrome.com

If you are not a party to the document, describe your relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

duly authorized agent of a party

13 Document Certifications

(These certifications can be made either by the remitter identified on the previous page or another individual.)

☐ Original document enclosed ☐ Official certification enclosed

I certify under penalty of perjury under the laws of the United States of America that the following is true and correct: (Check the box next to each certification being made. The first is always required. The second is required if an original document or official certification is not enclosed. If a different individual is making each one, complete and attach an additional copy of this page.)

☒ *The accompanying document being submitted to the U.S. Copyright Office for recordation satisfies, to the best of my knowledge, the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4.*

☒ *The accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document.*

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature _____ Date _____

Certifier Information

(This information is only required if an individual other than the remitter identified on the previous page is making the above certifications.)

Name Timothy D. Pecsenty

Title/Organization Blank Rome LLP

If the certifier is not a party to the document, describe the certifier's relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

duly authorized agent of a party _____

Section 11: Party Information
Continued

Name: The Empire Company, LLC
Relationship: Grantor
Address: One Liberty Plaza, 52nd Floor
New York, NY 10006

Name: Ornamental Products, LLC
Relationship: Grantor
Address: One Liberty Plaza, 52nd Floor
New York, NY 10006

Name: Ornamental Mouldings, LLC
Relationship: Grantor
Address: One Liberty Plaza, 52nd Floor
New York, NY 10006

Name: Ornamental Mouldings Company
Relationship: Grantor
Address: One Liberty Plaza, 52nd Floor
New York, NY 10006

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 1st day of November, 2018, by ORNAMENTAL PRODUCTS, LLC, a North Carolina limited liability company (“Ornamental Products”), ORNAMENTAL MOULDINGS, LLC, a Delaware limited liability company (“Ornamental Mouldings”), L. J. SMITH, INC., an Ohio corporation (“L. J. Smith”) THE EMPIRE COMPANY, LLC, a Michigan limited liability company (“Empire”), and ORNAMENTAL MOULDINGS COMPANY, a Nova Scotia unlimited liability company (“Ornamental Mouldings Company”, and together with Ornamental Products, Ornamental Mouldings and Empire, collectively the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), among Grantors, BW EMPIRE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), NACS USA INC., a Delaware corporation (“NACS”), FLETCHER WOOD SOLUTIONS, INC., a Delaware corporation (“Fletcher”), COMANCHE INVESTMENTS, LLC, a Delaware limited liability company (“Comanche”), FAIRFIELD ROAD, LLC, a North Carolina limited liability company (“Fairfield”), SOUTHWEST MOULDING CREATIVE WOOD PRODUCTS, LP, a Texas limited partnership (“Southwest Wood”), SOUTHWEST MOULDING CO., LP, a Texas limited partnership (“Southwest Moulding”), SOUTHWEST MOULDING TRUCKING CO., LP, a Texas limited partnership (“Southwest Trucking”), NOVO BUILDING PRODUCTS, LLC, a North Carolina limited liability company (“Novo LLC”), and THE EMPIRE CANADA COMPANY LTD., an Ontario corporation (“Empire CN”, and together with the Grantors, Holdings, NACS, Fletcher, Comanche, Fairfield, Southwest Wood, Southwest Moulding, Southwest Trucking, Novo LLC and each other Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or

hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, such Grantor has not granted any Liens on any of its IP Collateral to any other Person.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor’s obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect,

invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

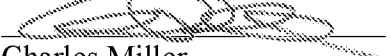
9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. INTERCREDITOR AGREEMENT. Without limiting the generality of any provisions of the Intercreditor Agreement, the parties hereto acknowledge and agree that the provisions of this Agreement shall be subject to, and the rights of Agent and Lenders with respect to the IP Collateral provided for hereunder shall be exercised only in accordance with, the terms and conditions of the Intercreditor Agreement.


[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.


ORNAMENTAL PRODUCTS, LLC

By: 
Charles Miller
Secretary


ORNAMENTAL MOULDINGS, LLC

By: 
Charles Miller
Secretary


THE EMPIRE COMPANY, LLC

By: 
Charles Miller
Secretary

ORNAMENTAL MOULDINGS COMPANY

By: 
Charles Miller
Secretary

L. J. SMITH, INC.

By: 
Charles Miller
Secretary

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Basket weave corbels (Visual Material)	VA0001236578
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Braid corbels (Visual Material)	VA0001236579
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3015	VA0001290320
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3017	VA0001290323
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3019	VA0001292273
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3022	VA0001292272
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3023	VA0001292274
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3036	VA0001387757
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3036	VA0001387758
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3038	VA0001387759

Grantors	Copyright	Registration Number
LLC AND ORNAMENTAL MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-5109	VA0001387755
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7005	VA0001290319
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-44	VA0001290322
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-45	VA0001290321
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-46	VA0001290328
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-47	VA0001290327
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-48	VA0001290329
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-49	VA0001290326
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-50	VA0001290325
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-51	VA0001290324

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA74	VA0001387762
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA75	VA0001387756
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA76	VA0001387764
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA77	VA0001387763
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA78	VA0001387761
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA79	VA0001387760
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Leaf & berry corbels	VA0001236576
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3000	VA0001266902
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3001	VA0001266921
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3002	VA0001266916
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-3003	VA0001266932

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3004	VA0001266918
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3005	VA0001266949
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3009	VA0001266901
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3010	VA0001266913
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3011	VA0001266917
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3012	VA0001266900
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3013	VA0001266922
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3014	VA0001266939
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3016	VA0001266906
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3020	VA0001266941

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3024	VA0001266920
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3025	VA0001266919
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3026	VA0001266905
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7000	VA0001266946
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7001	VA0001266947
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7003	VA0001266914
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7010	VA0001266945
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-28	VA0001266935
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-29	VA0001266927
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-30	VA0001266903
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-CA-31	VA0001266928

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MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-32	VA0001266912
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-33	VA0001266933
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-37	VA0001266911
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-38	VA0001266934
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-39	VA0001266929
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-40	VA0001266904
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-41	VA0001266936
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-42	VA0001266937
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-43	VA0001266907
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-56	VA0001266940

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ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-57	VA0001266930
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-58	VA0001266948
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-59	VA0001266943
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-60	VA0001266944
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-61	VA0001266931
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-62	VA0001266938
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-63	VA0001266942
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-197	VA0001266926
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-257	VA0001266924
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-258	VA0001266910
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	PR-MU-OP-259	VA0001266909

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MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-260	VA0001266908
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-261	VA0001266923
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-262	VA0001266925
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-263	VA0001266915
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Partnership for Profits	TX0004167235
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings, A Detail that Makes the Difference: (advertising material) text	TX0002725101
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings: The Classic Elegance of Wood (text)	TX0002805298
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings: The Complete Selection of Classic Wood Mouldings (Visual Material)	TX0002718251
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	No. 706 (Visual Material)	VA0000288661
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Solid Wood Architectural Casings (text)	TX0002785744

Grantors	Copyright	Registration Number
L. J. SMITH, INC.	Seven reasons that L. J. Smith stair systems means big bucks to you!	VA0000561398
L. J. SMITH, INC.	Accustair computerized take-off.	PA0000729757
L. J. SMITH, INC.	Baluster centerline tool instructions.	VA0000561410
L. J. SMITH, INC.	Bending rail instructions.	VA0000561372
L. J. SMITH, INC.	Challis Stairways, Inc. brochure / By Challis Stairways, Inc.	V2859P008-009
L. J. SMITH, INC.	Challis Stair Parts : form no. S-0293 CHADSL.	VA0000583144
L. J. SMITH, INC.	Challis Stair Parts : form no. S-0293 CHALLIS.	VA0000583145
L. J. SMITH, INC.	Challis stair parts : no. LJ-0194, CHPRIC.	VA0000644931
L. J. SMITH, INC.	Climbing volute installation instructions : LJ-0294, CVINST.	VA0000644937
L. J. SMITH, INC.	The colonial series.	VA0000561414
L. J. SMITH, INC.	The Conect-A-Kit advantage.	VA0000644932
L. J. SMITH, INC.	Conect-A-Kit assembly instructions : LJ-0194-CAKINST.	VA0000644933
L. J. SMITH, INC.	Exterior rail and porch systems : no. M-0893, exterior.	VA0000644930
L. J. SMITH, INC.	False tread installation.	VA0000561373
L. J. SMITH, INC.	False tread kit installation instructions : no. LJ-0194-FTKIT.	VA0000645965
L. J. SMITH, INC.	Handrail fitting installation instructions.	VA0000561375
L. J. SMITH, INC.	Have you been looking for the answer to your sales problems with stairparts?	VA0000561412
L. J. SMITH, INC.	Instructions for determining utility newel height under volutes, turnouts, starting easings with cap or climbing volutes : no. LJ-0194-NWLINST.	VA0000645966
L. J. SMITH, INC.	Kurver kit video.	PA0000612135

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L. J. SMITH, INC.	L.J. Smith balustrade installation guide.	VA0000561397
L. J. SMITH, INC.	L.J. Smith circular and spiral stair systems.	VA0000561401
L. J. SMITH, INC.	L.J. Smith code compliance, turning the 4" sphere rule into profits!	VA0000561406
L. J. SMITH, INC.	L.J. Smith Construction techniques.	VA0000561416
L. J. SMITH, INC.	L.J. Smith Custom stair division.	VA0000561419
L. J. SMITH, INC.	L.J. Smith displays.	VA0000561376
L. J. SMITH, INC.	L.J. Smith, How to layout a circular staircase.	VA0000561421
L. J. SMITH, INC.	L.J. Smith, Inc., 34"-38" code compliance.	VA0000561415
L. J. SMITH, INC.	L.J. Smith, Inc. Installation guide, spiral staircase.	VA0000561418
L. J. SMITH, INC.	L.J. Smith metal spiral stair systems.	VA0000561409
L. J. SMITH, INC.	L.J. Smith metal spiral stair systems installation guide.	VA0000561408
L. J. SMITH, INC.	L.J. Smith presents a wooden pre-assembled adjustable railing system.	VA0000561433
L. J. SMITH, INC.	L.J. Smith Quality hardwood circular stairs installation guide.	VA0000561420
L. J. SMITH, INC.	L.J. Smith Quality hardwood stair systems.	VA0000561431
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems and primed balusters price list : effective January 3, 1994.	VA0000664979
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems cherry price list effective Jan. 1, 1990.	VA0000561403
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems, price list effective February 24, 1992.	VA0000561405
L. J. SMITH, INC.	L.J. Smith Quality hemlock stair systems.	VA0000561428

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L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems: form no. LJ0394HEMCAT.	VA0000664677
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems price list effective February 24, 1992.	VA0000561404
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems price list: effective January 3, 1994.	VA0000664978
L. J. SMITH, INC.	L. J. Smith stair systems.	VA0001382262
L. J. SMITH, INC.	L.J. Smith stair systems.	VA0000649267
L. J. SMITH, INC.	L.J. Smith stair systems (clip-art collection)	VA0000561378
L. J. SMITH, INC.	L.J. Smith stair systems newel mounting kit : no. S-3004.	VA0000561400
L. J. SMITH, INC.	L.J. Smith stair systems newel mounting plate : no. S-3006.	VA0000561399
L. J. SMITH, INC.	L.J. Smith stair systems primed balusters price list, effective February 24, 1992.	VA0000561402
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing.	VA0000561427
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing (clip-art)	VA0000561423
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing preassembled, easy and quick installation, labor saving.	VA0000561426
L. J. SMITH, INC.	L.J. Smith stair systems, use and care statement.0	TX0004148730
L. J. SMITH, INC.	An L.J. Smith stairway adds lasting beauty and value to your home.	VA0000655743
L. J. SMITH, INC.	L.J. Smith stairway installation tools and hardware.	VA0000581186
L. J. SMITH, INC.	[Logo ad slick] : no. S-0194, logos.	VA0000644935
L. J. SMITH, INC.	Morgan stair systems list prices.	TX0003559087
L. J. SMITH, INC.	Morgan stairways.	VA0000561377





Grantors	Copyright	Registration Number
L. J. SMITH, INC.	Morgan Stairways.	VA0000561430
L. J. SMITH, INC.	Morgan stairways.	VA0000570328
L. J. SMITH, INC.	Morgan stairways.	VA0000570329
L. J. SMITH, INC.	Morgan Stairways : form no. M-0592.	VA0000583207
L. J. SMITH, INC.	New line take-off floor plans.	VA0000645753
L. J. SMITH, INC.	"One step at a time" stair system installation guide.	VA0000561432
L. J. SMITH, INC.	A plan for distinctive design.	PA0000658976
L. J. SMITH, INC.	Predrilled exterior balustrade installation instructions.	VA0000644936
L. J. SMITH, INC.	Procurve component parts circular stair system.	VA0000581185
L. J. SMITH, INC.	Product line refinement : no. LJ-1193, PLR.	VA0000644929
L. J. SMITH, INC.	Quality hardwood stair systems : no. LJ-0194, LJSYST.	VA0000644939
L. J. SMITH, INC.	Quotation comparison checklist for circular staircases.	TX0003528775
L. J. SMITH, INC.	Rail Easy, Morgan Stairways.	VA0000561434
L. J. SMITH, INC.	Rail Easy stair system.	VA0000561413
L. J. SMITH, INC.	RailPro adjustable railing featuring full adjustability.	VA0000561424
L. J. SMITH, INC.	RailPro assembly and installation guide.	VA0000561422
L. J. SMITH, INC.	RailPro assembly and installation video.	PA0000612134
L. J. SMITH, INC.	RailPro price list.	TX0003559086
L. J. SMITH, INC.	RailPro retail dealer stocking display.	TX0003528776
L. J. SMITH, INC.	Replace it yourself with the new L. J. Smith RailPro all wood adjustable railing system.	VA0000561425
L. J. SMITH, INC.	Selling RailPro.	PA0000658807

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L. J. SMITH, INC.	Selling stair systems.	PA0000612136
L. J. SMITH, INC.	Selling up to L. J. Smith stair systems.	VA0000561374
L. J. SMITH, INC.	Stair parts conversion chart.	TX0003517225
L. J. SMITH, INC.	Stairway installation improvements.	PA0000715101
L. J. SMITH, INC.	Stairway installation tools & hardware.	PA0000715167
L. J. SMITH, INC.	Stairway installer information : no. LJ-0294, PLRFLYR.	VA0000645964
L. J. SMITH, INC.	Stairway manual : installation guide for stairs : no. M-0593, STAIRGD.	VA0000644938
L. J. SMITH, INC.	Starting step installation instructions : no. S-0194-SSINST.	VA0000644934
L. J. SMITH, INC.	Stepping up with L. J. Smith stair systems.	VA0000664980
L. J. SMITH, INC.	Stepping up with L. J. Smith stair systems.	VA0000561429
L. J. SMITH, INC.	Take off checklist, sample floor plans.	VA0000561407
L. J. SMITH, INC.	Takeoff checklist over the post system.	TX0003528777
L. J. SMITH, INC.	Transition fittings.	VA0000561417
L. J. SMITH, INC.	Use and care statement / from L. J. Smith.	TX0003517226
L. J. SMITH, INC.	Your materials list.	VA0000561411

II. Patents and Patent Applications

Grantor	Title	Registration Number
ORNAMENTAL PRODUCTS, LLC	Modular Storage and Organization System for Existing Cabinets	13644482
ORNAMENTAL PRODUCTS, LLC	Width-Adjustable Storage Module for Cabinets	14132552
L. J. SMITH, INC.	Baluster Driving Tool	7,281,310
L. J. SMITH, INC.	Newell System and Installation	8,973,314
L. J. SMITH, INC.	Three-Sided Box Newell	D735,362

III. Trademarks and Trademark Applications

Grantor	Mark	Serial/ Registration Number
ORNAMENTAL MOULDINGS, LLC		2435175
THE EMPIRE COMPANY, LLC	Findit	4426585
THE EMPIRE COMPANY, LLC		4065682
THE EMPIRE COMPANY, LLC	THE GALLERY COLLECTION	2816574
THE EMPIRE COMPANY, LLC	EMPIRE	2414144
THE EMPIRE COMPANY, LLC		1521831
THE EMPIRE COMPANY, LLC		4748892
THE EMPIRE COMPANY, LLC	ARTISE & WRIGHT	4785356
ORNAMENTAL MOULDINGS COMPANY	EASITRIM	1815926
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS plus design (for girders, rods, rails)	Reg. No. 5,094,699
L. J. SMITH, INC.	RAILPRO	Reg. No. 2,674,958
L. J. SMITH, INC.	RAIL PRO plus design	Reg. No. 2,639,309
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS and designs (for elevators, escalators and staircases)	Reg. No. 2,000,655
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS (interior hardwood stairway parts etc)	Reg. No. 1,999,084
L. J. SMITH, INC.	ACCUSTAIR	Reg. No. 1,832,042
L. J. SMITH, INC.	CONECT-A-KIT	Reg. No. 1,815,426