

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7166101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
AHF. PRODUCTS, LLC	02/01/2022
AHF, LLC	02/01/2022
STARBOARD INTERMEDIATE HOLDING COMPANY, LLC	02/01/2022
STARBOARD MERGER COMPANY, LLC	02/01/2022
J. MICHAEL & CO. LLC	02/01/2022
HOMERWOOD HARDWOOD FLOORING COMPANY, LLC	02/01/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	FOUR PENN CENTER, 1600 JFK BLVD
<b>Internal Address:</b>	ATTN: BILL WILSON
<b>City:</b>	PHILADELPHIA, PA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	7381474
Patent Number:	7261947
Patent Number:	8399075
Patent Number:	8801505
Patent Number:	10072427
Patent Number:	9434087
Patent Number:	9108335
Patent Number:	9701040
Patent Number:	7537841
Patent Number:	8357752
Patent Number:	8617654
Patent Number:	11033931
Application Number:	16959122
Application Number:	17315480

**PATENT**

**CORRESPONDENCE DATA****Fax Number:** (212)294-4700*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:** 2122946635**Email:** dkumar@winston.com**Correspondent Name:** WINSTON & STRAWN LLP - BECKY L. TROUTMAN**Address Line 1:** 101 CALIFORNIA STREET**Address Line 2:** 35TH FLOOR**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111-5840**ATTORNEY DOCKET NUMBER:** 3165.02265- IPSA / BOA**NAME OF SUBMITTER:** BECKY L. TROUTMAN**SIGNATURE:** /Becky L. Troutman/**DATE SIGNED:** 02/09/2022**Total Attachments: 13**

source=Executed Intellectual Property Security Agreement--BofA--Starboard\_AmericasActive(16417269)\_AmericasActive(1)#page1.tif  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., a national banking association, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Starboard Intermediate Holding Company, LLC (including its permitted successors, “Holdings”), Starboard Merger Company, LLC (including its permitted successors, the “Initial Borrower”, and prior to the consummation of the Acquisition, the “Borrower”), AHF Parent Holding, Inc. (“AHF Parent”, and concurrently with the consummation of the Acquisition, the “Borrower”, and together with any other Obligor joined from time to time as a Borrower thereunder, the “Borrowers”) have entered into that certain Loan and Security Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and subject to the limitations contained therein, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Credit Agreement):

(a) all United States Copyrights (as defined in the Credit Agreement), including the United States Copyright registrations identified in Schedule 1;

(b) all exclusive Copyright Licenses (as defined in the Credit Agreement) granting an exclusive license to the Grantor in a United States Copyright registration, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) all United States Trademarks (as defined in the Credit Agreement), including each United States federal registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use application shall be deemed to be a Trademark);

(d) all United States Patents (as defined in the Credit Agreement), including each issued United States issued patent and patent application identified in Schedule 3;

(e) all rights to sue for past, present and future infringements of such United States Copyrights, Trademarks and Patents;

(f) all income, royalties, damages, claims and payments and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and

(g) all proceeds and products of the foregoing.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

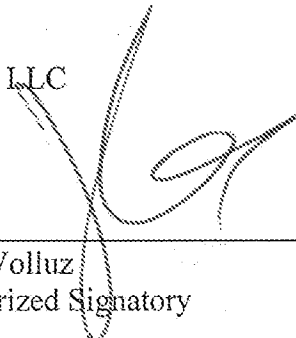
SECTION 7 ABL Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Term Obligations are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this IP Security Agreement with respect to the Collateral and Liens securing any Term Obligations, the provisions of the ABL Intercreditor Agreement shall prevail. As used in this Section 7, "Term Obligations" shall have the meaning given to such term in the ABL Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 14.3 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

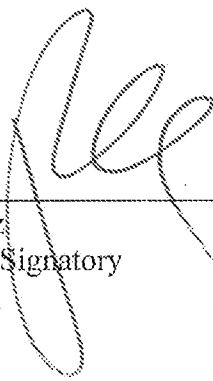
*[signature pages follow]*

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

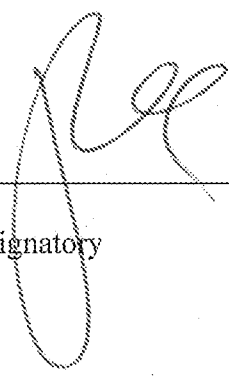
AHF PRODUCTS, LLC

By:   
Name: Kyle Volluz  
Title: Authorized Signatory

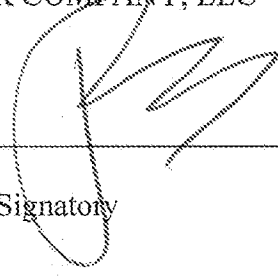
AHF, LLC

By:   
Name: Kyle Volluz  
Title: Authorized Signatory

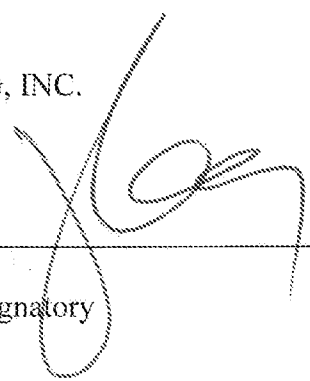
STARBOARD INTERMEDIATE HOLDING  
COMPANY, LLC

By:   
Name: Kyle Volluz  
Title: Authorized Signatory

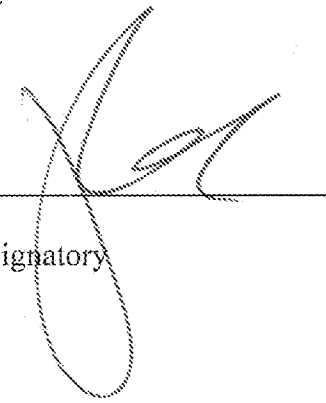
STARBOARD MERGER COMPANY, LLC

By:   
Name: Kyle Volluz  
Title: Authorized Signatory


AHF PARENT HOLDING, INC.

By:   
Name: Kyle Volluz  
Title: Authorized Signatory

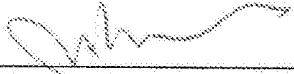
J. MICHAEL & CO. LLC

By:   
Name: Kyle Volluz  
Title: Authorized Signatory

HOMERWOOD HARDWOOD FLOORING  
COMPANY, LLC

By:   
Name: Kyle Volluz  
Title: Authorized Signatory

**BANK OF AMERICA, N.A.**, a national banking  
association, as Administrative Agent

By: 

Name: Mick Chow

Title: Senior Vice President

[Signature Page to IP Security Agreement]

**PATENT**  
**REEL: 058979 FRAME: 0263**



UNITED STATES COPYRIGHTS

[None]

EXCLUSIVE COPYRIGHT LICENSES

## UNITED STATES TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
ADDISON	United States	86/537,284	4,917,835	AHF, LLC
AHF PRODUCTS	United States	88/310,755		AHF, LLC
AMERICAN HOME SERIES	United States	74/312,163	1,802,740	AHF, LLC
AMERICAN HONOR	United States	88/322,513	6,348,690	AHF, LLC
AMERICAN OEM WOOD FLOORS	United States	87/174,142	6,142,096	AHF, LLC
AMERICAN SCRAPE	United States	90/278,852	6,425,704	AHF, LLC
AMISH HAND-SCRAPED	United States	86/446,777	4,802,618	AHF, LLC
ASSURITY	United States	88/707,462	6,412,193	AHF, LLC
AVARA	United States	90/542,097		AHF, LLC
BAYPORT	United States	90/280,850	6,426,093	AHF, LLC
BRISTOL TRAIL	United States	86/919,986	5,423,957	AHF, LLC
BRUCE	United States	90/354,144		AHF, LLC
BRUCE	United States	75/193,878	2,115,966	AHF, LLC
BRUCE	United States	73/792,948	1,564,541	AHF, LLC
BRUCE	United States	73/032,390	1,015,606	AHF, LLC

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
BRUCE	United States	73/400,808	1,268,826	AHF, LLC
BRUSHED IMPRESSIONS	United States	86/906,683	5,183,009	AHF, LLC
CAPELLA	United States	76/196,961	2,613,437	AHF, LLC
CAPELLA	United States	78/554,892	3,128,857	AHF, LLC
CARUTH	United States	74/060,932	1,696,951	AHF, LLC
CHARACTER GRADE	United States	75/105,532	2,135,282	AHF, LLC
CLEANTIVITY	United States	90/256,978	6,472,890	AHF, LLC
COMPETE SPORTS FLOOR	United States	86/629,340	4,991,310	AHF, LLC
DOGWOOD	United States	88/794,495	6,420,993	AHF, LLC
DUNDEE	United States	86/274,578	4,649,247	AHF, LLC
DURA-LUSTER	United States	74/380,499	1,811,793	AHF, LLC
EPICUREAN HOME	United States	87/174,167	6,142,097	AHF, LLC
EVERGUARD	United States	86/084,365	4,654,066	AHF, LLC
EVERGUARD	United States	90/342,093		AHF, LLC
FARMINGTON	United States	86/920,079	5,423,958	AHF, LLC
FRISCO	United States	86/537,260	4,826,424	AHF, LLC
FUSED	United States	90/542,050		AHF, LLC

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
HARTCO	United States	88/332,873	6,322,884	AHF, LLC
HARTCO	United States	72/113,159	732,899	AHF, LLC
HARTCO IN CHINESE CHARACTERS IN MARK (B&W)	United States	88027659	925859	
HARTGUARD	United States	74/185,624	1,738,882	AHF, LLC
HARTWOOD	United States	74/137,709	1,710,769	AHF, LLC
HEARTHWOOD	United States	87/377,849	5,361,419	AHF, LLC
HOMERWOOD	United States	75/105,533	2,057,307	AHF, LLC
HYDROBLOK	United States	88/981,627	6,429,721	AHF, LLC
HYDROGUARD	United States	88/774,739	6,390,409	AHF, LLC
HYDROPEL	United States	90/254,961	6,457,816	AHF, LLC
INGRAINED	United States	90/541,675		AHF, LLC
INSPIRE EVERY STEP	United States	97/016,430		AHF, LLC
INSTINCT	United States	90/824,913		AHF, LLC
KENNEDALE	United States	90/281,131	6,426,125	AHF, LLC
KINGSFORD STRIP	United States	74/185,358	1,918,851	AHF, LLC
LIFESEAL	United States	88/707,227	6,449,591	AHF, LLC
LM FLOORING	United States	76/275,578	2,620,718	AHF, LLC

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
LOCK&FOLD	United States	76/656,450	3,200,208	AHF, LLC
MANCHESTER	United States	90/280,788	6,426,089	AHF, LLC
MIDTOWN	United States	85/736,605	4,401,628	AHF, LLC
MILLWORK SQUARE	United States	86/906,649	5,183,008	AHF, LLC
NATURE OF WOOD	United States	88/794,426	6,302,564	AHF, LLC
NINJA H2O CORE HIGH DENSITY WATERPROOF	United States	88/300,577	6,228,726	
NINJA STEALTH	United States	88/331,160	6,228,752	
PARTERRE	United States	86/627,867	5,093,625	AHF, LLC
PARTERRE	United States	87/626,245	5,464,210	AHF, LLC
PLANO	United States	86/537,299	4,826,428	AHF, LLC
PRIME HARVEST	United States	86/285,289	4,742,207	AHF, LLC
RAINTREE	United States	88/137,963	6,396,996	AHF, LLC
ROBBINS	United States	75/322,181	2,248,734	AHF, LLC
RUSTIC RESTORATIONS	United States	87/215,879	5,520,272	AHF, LLC
SIGNATURE SCRAPE	United States	86/920,111	5,187,924	AHF, LLC
SIMPLICITY	United States	90/310,348	6,427,693	AHF, LLC
SOMERSET PLANK	United States	74/097,510	1,768,077	AHF, LLC

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
SPRINGDALE	United States	90/284,522	6,426,697	AHF, LLC
SUMMIT HILL	United States	75/658,120	2,359,786	AHF, LLC
T. MORTON & CO. CUSTOM WOOD FLOORING	United States	76/641,172	3,261,658	AHF, LLC
TIMBERBRUSHED	United States	87/105,110	5,267,454	AHF, LLC
TIMBERCUTS	United States	87/295,586	5,371,502	AHF, LLC
TIMBERLAND	United States	76/496,979	2,923,877	AHF, LLC
TIME HONORED	United States	88/794,511	6,302,565	AHF, LLC
VERSINI	United States	77/248,127	3,408,828	AHF, LLC
VERTU	United States	90/541,992		AHF, LLC
WEAR MASTER	United States	74/329,383	1,834,641	AHF, LLC
EMILY MORROW HOME	United States <sup>1</sup>	97/058310		EF Floors & Design, LLC

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<sup>1</sup> The Company is in the process of acquiring this trademark (“**Emily Morrow Mark**”) and inclusion of such trademark is subject to the Company acquiring registration prior to Closing. The Company maintains the right to use this mark until acquisition of the mark.

## UNITED STATES PATENTS

<u>Grantor</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Patent No.</u>	<u>Filed Date</u>
AHF, LLC D/B/A AHF Products	DENSIFIED WOOD INCLUDING PROCESS FOR PREPARATION	United States	16/959,122		06/29/2020
AHF, LLC d/b/a AHF Products	DENSIFIED WOOD INCLUDING PROCESS FOR PREPARATION	United States	17/315,480		05/10/2021
AHF, LLC d/b/a AHF Products	Coated hardwood composite flooring having reduced surface cracking	United States	10/459,977	7381474	06/12/2003
AHF, LLC d/b/a AHF Products	Plywood laminate having improved dimensional stability and resistance to warping and delamination	United States	10/727,749	7261947	12/04/2003
AHF, LLC d/b/a AHF Products	Spalted wood veneers and spalted engineered wood flooring	United States	13/611,028	8399075	09/12/2012
AHF, LLC d/b/a AHF Products	Abrading device and method of abrading a floor structure utilizing the same	United States	12/825,448	8801505	06/29/2010
AHF, LLC d/b/a AHF Products	Abrading device and method of abrading a floor structure utilizing the same	United States	14/458,103	10072427	08/12/2014
AHF, LLC d/b/a AHF Products	Apparatus and method for distressing an edge of a material	United States	13/442,960	9434087	04/10/2012
AHF, LLC d/b/a AHF Products	Material surface distressing blade	United States	13/442,966	9108335	04/10/2012
AHF, LLC d/b/a AHF Products	Apparatus for distressing material	United States	14/176,299	9701040	02/10/2014
AHF, LLC d/b/a AHF Products	Method and process to reduce surface cracking for coated hardwood composite flooring	United States	11/390,679	7537841	03/28/2006
AHF, LLC d/b/a AHF Products	Tinted spray buff and tiecoat	United States	12/425,560	8357752	04/17/2009
AHF, LLC d/b/a AHF Products	Tinted spray buff and tiecoat	United States	13/741,770	8617654	01/15/2013
Armstrong Flooring, Inc.	WOOD SUBSTRATE INCLUDING AN ABRASION RESISTANT COATING	United States	16/340,056	1103931	04/05/2019

PATENT

REEL: 058979 FRAME: 0270

RECORDED: 02/09/2022