

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maytex Mills, Inc.		12/27/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BNP Paribas, as collateral agent		
Street Address:	787 SEVENTH AVENUE, 28TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Banking Company: FRANCE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86550258	ALUMIA	
Serial Number:	77898879	EASY HANG	
Serial Number:	87232267	EZRODS	
Serial Number:	87232296	EZRODS	
Serial Number:	85376147	GORILLA RODS	
Serial Number:	87433209	LIGHT SHIELD	
Serial Number:	87041111	LOCK TOP	
Serial Number:	86686265	LUMINEX	
Serial Number:	87668407	MAYTEX	
Serial Number:	86051637	MAYTEX SMART CADDY	
Serial Number:	86360047	SMART COVER	
Serial Number:	86959553	SMART CURTAINS	
Serial Number:	87393567	SMART FIT	
Serial Number:	86853739	SMART HOOKS	
Serial Number:	86534487	SMART LINERS	
Serial Number:	85241793	SMART RODS	
Serial Number:	85856541	THERMAL SHIELD	
Serial Number:	86944013	TOTAL BLACK OUT	
Serial Number:	87193761	TWIST & LOCK	

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Property Type	Number	Word Mark
Serial Number:	86088588	TWIST & SHOUT!
Serial Number:	85839657	WRAPAROUND

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700.255
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	12/27/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 27, 2017 between the signatory hereto (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 27, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

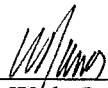
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

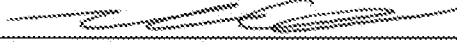
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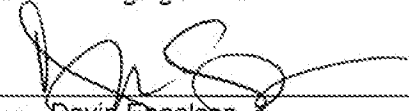
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MAYTEX MILLS, INC.,
as a Grantor

By: 
Name: Wole James
Title: Secretary

BNP PARIBAS, as Collateral Agent

By: 
Name: Michael Colias
Title: Managing Director

By: 
Name: David Engelson
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Title of IP Registration	Jurisdiction	Owner	Application Date	Application Number	Registration Date	Registration No.	Expiration Date
ALUMIA	USA	Maytex Mills, Inc.	02-Mar-2015	86/550,258	14-Jun-2016	4,979,182	14-Jun-2026
DUET	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
EASY HANG	USA	Maytex Mills, Inc.	22-Dec-2009	77/898,879	20-Sep-2011	4,029,397	20-Sep-2021
EMH requested	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
EMH requested	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
EZRODS	USA	Maytex Mills, Inc.	10-Nov-2016	87/232,267	N/A	N/A	N/A
EZRODS and Design	USA	Maytex Mills, Inc.	10-Nov-2016	87/232,296	N/A	N/A	N/A
GORILLA RODS	USA	Maytex Mills, Inc.	20-Jul-2011	85/376,147	03-Jul-2012	4,169,263	03-Jul-2022
GRIPPER CADDIES	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
GRIPPER HOOKS	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
GRIPPER RODS	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
INSULATOR	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
LIGHT SHIELD	USA	Maytex Mills, Inc.	02-May-2017	87/433,209	N/A	N/A	N/A
LOCK TOP	USA	Maytex Mills, Inc.	18-May-2016	87/041,111	N/A	N/A	N/A
LUMINEX	USA	Maytex Mills, Inc.	08-Jul-2015	86/686,265	13-Dec-2016	5,101,273	13-Dec-2026
MAYTEX	USA	Maytex Mills, Inc.	01-Nov-2017	87668407	N/A	N/A	N/A
MAYTEX SMART CADDY	USA	Maytex Mills, Inc.	29-Aug-2013	86/051,637	23-Dec-2014	4,660,602	23-Dec-2024

Title of IP Registration	Jurisdiction	Owner	Applicati on Date	Applicati on Number	Registrati on Date	Registration No.	Expiration Date
MAYTEX SMART COVER	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
REFRESH SLIPCOVER	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
SMART COVER	USA	Maytex Mills, Inc.	07-Aug-2014	86/360,047	24-May-2016	4,965,301	24-May-2026
SMART CURTAINS	Canada	Maytex Mills, Inc.	05-Oct-2016	1803378	N/A	N/A	N/A
SMART CURTAINS	USA	Maytex Mills, Inc.	31-Mar-2016	86/959,553	N/A	N/A	N/A
SMART FIT	USA	Maytex Mills, Inc.	31-Mar-2017	87393567	N/A	N/A	N/A
SMART HOOKS	USA	Maytex Mills, Inc.	18-Dec-2015	86/853,739	27-Dec-2016	5,111,123	27-Dec-2026
SMART LINERS	USA	Maytex Mills, Inc.	13-Feb-2015	86/534,487	08-Nov-2016	5,078,665	08-Nov-2026
SMART RODS	Canada	Maytex Mills, Inc.	13-Oct-2016	1,804,557	N/A	N/A	N/A
SMART RODS	USA	Maytex Mills, Inc.	14-Feb-2011	85/241,793	15-Nov-2011	4,057,656	15-Nov-2021
THERMAL SHIELD	USA	Maytex Mills, Inc.	21-Feb-2013	85/856,541	04-Nov-2014	4,633,113	04-Nov-2024
TOTAL BLACK OUT	USA	Maytex Mills, Inc.	17-Mar-2016	86/944,013	N/A	N/A	N/A
TWIST & LOCK	USA	Maytex Mills, Inc.	05-Oct-2016	87/193,761	26-Sep-2017	5,298,469	26-Sep-2027
TWIST & SHOUT!	USA	Maytex Mills, Inc.	10-Oct-2013	86/088,588	18-Nov-2014	4,642,407	18-Nov-2024
ULTIMATE	USA	Maytex Mills, Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
WRAPARO UND	USA	Maytex Mills, Inc.	04-Feb-2013	85/839,657	14-Jan-2014	4,468,017	14-Jan-2024