

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Wholesale Tile, LLC		12/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	8333 Douglas Avenue, Second Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2912844	TESORO THE COLLECTION	
Registration Number:	3622930	TESORO	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	12/27/2018		
Total Attachments: 4			
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OP \$65.00 2912844

GRANT OF A SECURITY INTEREST--TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of December 27, 2018, by **INTERNATIONAL WHOLESALE TILE, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of Compass Bank, in its capacity as lender and letter of credit issuer (together with its successors and assigns in such capacities, “**Grantee**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement referenced below.

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 27, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this agreement without the signature of the Grantor and naming the Grantor, as debtor, and the Grantee as secured party.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


Notwithstanding anything herein to the contrary, the Liens, assignments and security interests granted or made to the Grantee for the benefit of the Lender pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**INTERNATIONAL WHOLESALE
TILE, LLC**

By: 
Name: Vincent D'Agostino
Title: Vice President

[Signature Page to [IWT] Trademark Security Agreement]

**TRADEMARK
REEL: 006563 FRAME: 0208**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Reg. No.	Status	Current Owner of Record
TESORO THE COLLECTION	United States	2912844	Live	INTERNATIONAL WHOLESALE TILE, LLC
TESORO	United States	3622930	Live	INTERNATIONAL WHOLESALE TILE, LLC