

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calderson Textiles, LLC		10/11/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	200 E. Jackson St.		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78244518	COMFORTWEAVE	
Serial Number:	78244595	CAMELOT	
Serial Number:	78244521	MICROTEX	
Serial Number:	77584938	MICROTEX	
Serial Number:	78363224	CALDERON LUXURIA COLLECTION	
Serial Number:	85756496	LOOPPOWER	
Serial Number:	77787761	MICROSHEEN	
Serial Number:	85635389	P.O.D. TRAINING	
Serial Number:	85635428		
Serial Number:	86731414	PRISMA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3177133500		
Email:	tmtaftdocket@taftlaw.com		
Correspondent Name:	Zach Gordon		
Address Line 1:	One Indiana Square, Ste 3500		
Address Line 4:	Indianapolis, INDIANA 46204		

CH \$265.00 78244518

NAME OF SUBMITTER:	Zach Gordon
SIGNATURE:	/Zach Gordon/
DATE SIGNED:	10/16/2019
Total Attachments: 5 source=fmb-calderon-trademark security agreement 9-19 4826-7698-1928 v.4#page1.tif source=fmb-calderon-trademark security agreement 9-19 4826-7698-1928 v.4#page2.tif source=fmb-calderon-trademark security agreement 9-19 4826-7698-1928 v.4#page3.tif source=fmb-calderon-trademark security agreement 9-19 4826-7698-1928 v.4#page4.tif source=fmb-calderon-trademark security agreement 9-19 4826-7698-1928 v.4#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 11, 2019, is made by **Calderon Textiles, LLC**, an Indiana limited liability company (the "Grantor"), in favor of **First Merchants Bank** (the "Secured Party").

RECITALS

A. The Grantor, certain of its Affiliates, and the Secured Party are parties to that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which the Secured Party has agreed to make certain loans and other financial accommodations to or for the benefit of the Borrower. Borrower and such Affiliates have entered into a Security Agreement dated as of the date hereof pursuant to which each has granted to the Secured Party Liens in (among other things) all or substantially all of their respective General Intangibles.

B. The Grantor has agreed to execute and deliver this Agreement to the Secured Party for filing with the United States Patent and Trademark Office (the "PTO"), as further evidence of and to effectuate the Secured Party's security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement will have the meanings set forth in the Loan Agreement and, if not defined therein, shall have the meanings ascribed to them in the Uniform Commercial Code as in effect from time to time in the State of Indiana.

2. Confirmation of Security Interest.

(a) The Grantor hereby confirms to the Secured Party the grant made pursuant to the terms of the Security Agreement and hereby grants to the Secured Party a security interest in the following property, whether currently existing or hereafter acquired or arising by the Grantor (collectively, the "Trademark Collateral"):

(i) (x) trademarks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade dress, service marks, designs, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the PTO, and (y) all renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time) (collectively, the "Trademarks");

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

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

- (iv) all products and proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be or may be construed to be an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided however that upon the filing of "Statement to Use" with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule A to this Agreement to include such trademarks or service marks that were subject to such Intent to Use Application.

3. Further Assurances. Grantor hereby acknowledges and affirms the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby and more fully set forth in the Security Agreement. This Agreement shall remain in effect until the Security Agreement is terminated in accordance with its terms. The Grantor agrees to amend Schedule A to this Agreement to include any additional Trademark Collateral acquired by the Grantor after the date hereof.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Any party so executing this Agreement by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other electronic transmission.

5. Governing Law. Section 8.09 of the Loan Agreement is hereby incorporated into this Agreement.

6. **JURY WAIVER.** The parties each waive any right to trial by jury in any action or proceeding relating to this Agreement or any actual or proposed transaction or other matter contemplated in or relating to this Agreement.

[Signature Pages Follow]

Signature Page to Trademark Security Agreement

First Merchants Bank


By: _____


Garrett C. Doan
Vice President

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

Calderon Textiles, LLC


By: 
M. Azher Khan
President

TRADEMARK

REEL: 006772 FRAME: 0891

SCHEDULE A

Trademarks

Trademark	App. No.	Reg. No.
COMFORTWEAVE (BLOCK)	78/244518	3133692
CAMELOT (BLOCK)	78/244595	2941601
MICROTEX (BLOCK)	78/244521	2960965
MICROTEX (BLOCK)	77/584938	3848365
CALDERON LUXURIA COLLECTION (BLOCK)	78/363224	3730007
LOOPPOWER (BLOCK)	85/756496	4672228
MICROSHEEN (BLOCK)	77/787761	4321319
P.O.D. TRAINING (BLOCK)	85/635389	4445999
	85/635428	4442246
PRISMA (BLOCK)	86/731414	5074655

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