

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Q.E.P. CO., INC.		03/12/2021	Corporation: DELAWARE
Roberts Consolidated Industries, Inc.		03/12/2021	Corporation: DELAWARE
QEP-Tennessee, Inc.		03/12/2021	Corporation: FLORIDA
Faus Group, Inc.		03/12/2021	Corporation: GEORGIA
Premix-Marbletite Manufacturing Co.		03/12/2021	Corporation: FLORIDA
AC Products Co.		03/12/2021	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	3455 Peachtree Road NE
Internal Address:	Mailcode GA7-024-12-05 (12th Floor)
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Bank Association: UNITED STATES

PROPERTY NUMBERS Total: 99

Property Type	Number	Word Mark
Registration Number:	5940198	AMERICANA ESCAPE
Registration Number:	5110781	AMERICAN LIVING
Registration Number:	5551665	APPLE CREEK
Registration Number:	4984297	ARMORBAC
Registration Number:	4067360	BLACK WIDOW
Registration Number:	4074401	BLACK WIDOW
Serial Number:	88581334	BOND-TITE
Registration Number:	3247067	BRUTUS
Registration Number:	3247068	BRUTUS
Registration Number:	1991237	CAPITAL
Registration Number:	3610905	CAPITOL
Registration Number:	3890465	CAPITOL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3610915	CAPITOL
Registration Number:	3890467	CAPITOL
Registration Number:	3979093	CAPITOL NORTH AMERICA
Serial Number:	88683386	CONSISTENTLY REIMAGINED
Registration Number:	5740707	CORKADVANTAGE
Serial Number:	88581363	DECKCOTE
Registration Number:	5630343	DIAMONDTOUCH
Serial Number:	87359855	ENTREND
Registration Number:	5961673	ENVIROFINISH
Registration Number:	1362791	EVERSETT
Serial Number:	88683372	EXCEPTIONAL BY DESIGN
Serial Number:	88683403	EXPERIENCE EXTRAORDINARY
Registration Number:	4920463	FLOORS WITH MORE
Registration Number:	5950338	FREESTONE
Registration Number:	6114722	HANDI VICE
Registration Number:	6120176	HANDI VICE
Serial Number:	88581409	HARD KOTE
Registration Number:	3990083	HARRIS
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Serial Number:	88685186	HARRIS FLOORING GROUP
Registration Number:	3990084	HARRIS WOOD
Registration Number:	4283352	HERITAGE MILL
Registration Number:	6075092	HERITAGE MILL LUXE
Serial Number:	88848899	HFG PRODUCTS
Registration Number:	5041736	INSTA-LOC
Registration Number:	6112911	KANTU
Registration Number:	2022678	KINGSPORT
Registration Number:	3049197	KRAUS
Registration Number:	3421521	LASH
Registration Number:	5984485	MARQUIS MAGIC
Registration Number:	3887614	MJ NATURALLY AGED FLOORING
Registration Number:	5614361	PEARLTOUCH
Registration Number:	1380147	PORTA-NAILER
Registration Number:	4463289	PORTA-NAILS
Registration Number:	4602163	PORTA-NAILS
Registration Number:	2135390	QEP
Registration Number:	5309473	QEP

Property Type	Number	Word Mark
Registration Number:	3185271	QEP
Serial Number:	88602082	RIDGETITE
Registration Number:	4077251	SPRINGLOC
Registration Number:	6120274	SUREGRIP
Registration Number:	3675258	SUSPEND-IT
Registration Number:	4176081	TILE FORCE
Serial Number:	88383284	TROWEL TOWEL
Registration Number:	1183472	VITREX
Registration Number:	0838196	WEBBAC
Serial Number:	87338869	X-TREME BOARD
Registration Number:	4131101	E
Registration Number:	4552316	E
Registration Number:	4147707	AIRGUARD
Registration Number:	3923895	AIRGUARD
Registration Number:	3947910	AMP GUARD
Registration Number:	4023756	BLACK JACK FLOATING FLOOR UNDERLAYMENT A
Registration Number:	2067896	COOL SHIELD
Registration Number:	3686836	GOLD GUARD ANTIMICROBIAL PROTECTION
Registration Number:	3754095	GOLDEN TOUCH
Registration Number:	2010551	MAX GRIP
Registration Number:	5240256	MAX GRIP
Registration Number:	4063420	QUIET CUSHION
Registration Number:	1728752	ROBERTS
Registration Number:	0664947	ROBERTS
Registration Number:	0700501	ROBERTS
Registration Number:	0564051	SMOOTHEDGE
Registration Number:	4053217	SOFT STRIDE
Registration Number:	4030168	SUPER FELT
Registration Number:	4112905	TIGER TOOTH
Registration Number:	3722314	UNISON
Registration Number:	4026012	FINISHLOC
Registration Number:	5685674	F FAUS
Registration Number:	3524233	FAUS
Registration Number:	2609219	FAUS EMBOSSED IN REGISTER
Registration Number:	2260079	FAUS FLOOR
Registration Number:	3370131	INTERPLANK DESIGN
Registration Number:	2591151	JOINT GUARD
Registration Number:	1221744	CEMCOTE

Property Type	Number	Word Mark
Registration Number:	1234625	MARBLETITE
Registration Number:	4108885	MARQUIS
Registration Number:	5392720	MOONGEMS
Registration Number:	1273235	PM
Registration Number:	1289035	POOLCOTE
Registration Number:	0742225	PREMIX
Registration Number:	1118797	PREMIX-MARBLETITE
Registration Number:	1300059	SEALGLAZE
Registration Number:	1298816	WONCOTE
Registration Number:	3515580	ACP AC PRODUCTS CO.
Registration Number:	3515582	AC PRODUCTS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	03/16/2021

Total Attachments: 13

- source=79462007-2 Trademark Filing#page1.tif
- source=79462007-2 Trademark Filing#page2.tif
- source=79462007-2 Trademark Filing#page3.tif
- source=79462007-2 Trademark Filing#page4.tif
- source=79462007-2 Trademark Filing#page5.tif
- source=79462007-2 Trademark Filing#page6.tif
- source=79462007-2 Trademark Filing#page7.tif
- source=79462007-2 Trademark Filing#page8.tif
- source=79462007-2 Trademark Filing#page9.tif
- source=79462007-2 Trademark Filing#page10.tif
- source=79462007-2 Trademark Filing#page11.tif
- source=79462007-2 Trademark Filing#page12.tif
- source=79462007-2 Trademark Filing#page13.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of March 12, 2021, is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BANK OF AMERICA, N.A., a national bank association, as agent (in such capacity, "*Agent*") for the lenders party to the Loan Agreement referred to below (the "*Lenders*").

WHEREAS, Q.E.P. CO., INC., a Delaware corporation, and certain of its subsidiaries have entered into a Fifth Amended and Restated Loan and Security Agreement, dated as of February 15, 2021 (as amended, supplemented and otherwise modified from time to time, the "*Loan Agreement*"), with the Agent and the Lenders; and

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Agent as follows:

1. **Grant of Security.** Each Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the

Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **No Third Party Beneficiaries.** The parties do not confer any rights or remedies upon any Person (as defined in the Loan Agreement) other than the parties to this Patent Security Agreement and their respective successors and permitted assigns.

7. **Governing Law.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the laws of the United States of America applicable therein, without regard to conflict of laws principles except United States of America federal laws relating to national banks. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK, OR THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS TRADEMARK SECURITY AGREEMENT, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT’S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by Applicable Law (as defined in the Loan Agreement).

[Signature pages follow]

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

Q.E.P. CO., INC.

By: 

Name: Lewis Gould

Title: Authorized Signatory

**ROBERTS CONSOLIDATED
INDUSTRIES, INC.**

By: 

Name: Lewis Gould

Title: Authorized Signatory

QEP - TENNESSEE, INC.

By: 

Name: Lewis Gould

Title: Authorized Signatory

FAUS GROUP, INC.

By: 

Name: Lewis Gould

Title: Authorized Signatory

**PREMIX-MARBLETITE
MANUFACTURING CO.**


By: 

Name: Michael Venturelli

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

AC PRODUCTS CO.

By:  _____

Name: Leonard Gould

Title: Authorized Signatory

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name: Jennifer L. Medzi

Title: Vice President

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: Jenifer L Medzi

Name: Jenifer L. Medzi

Title: Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

I. Q.E.P. CO., INC.:

Serial Number	Registration Number	Mark
88383242	5940198	AMERICANA ESCAPE
86/739550	5110781	AMERICAN LIVING
87369100	5551665	APPLE CREEK
86490042	4984297	ARMORBAC
77/149752	4067360	BLACK WIDOW
77/149743	4074401	BLACK WIDOW and Design
88581334	N/A	BOND-TITE
78/903186	3247067	BRUTUS
78/903189	3247068	BRUTUS & Design
74/711060	1991237	CAPITAL
77/244549	3610905	CAPITOL
77/244531	3890465	CAPITOL
77/252879	3610915	CAPITOL and Design
77/252883	3890467	CAPITOL and Design
77/954463	3979093	CAPITOL NORTH AMERICA and Design
88683386	N/A	CONSISTENTLY REIMAGINED
87651895	5740707	CORKADVANTAGE
88581363	N/A	DECKCOTE

87352328	5630343	DIAMOND TOUCH
87359855	N/A	ENTREND
88581374	5961673	ENVIROFINISH
73/531640	1362791	EVERSETT
88683372	N/A	EXCEPTIONAL BY DESIGN
88683403	N/A	EXPERIENCE EXTRAORDINARY
86364565	4920463	FLOORS WITH MORE
88581390	5950338	FREESTONE
88470308	6114722	HANDI-VICE
88476048	6120176	HANDI-VICE PLUS DESIGN
88581409	N/A	HARD KOTE
85/194566	3990083	HARRIS
71/693322	0651923	HARRIS (stylized)
71/318358	0290424	HARRIS in Design
88685186	N/A	HARRIS FLOORING GROUP
85/194588	3990084	HARRIS WOOD (stylized and Design)
85/054470	4283352	HERITAGE MILL
88715126	6075092	HERITAGE MILL LUXE
88848899	N/A	HFG PRODUCTS
86381060	5041736	INSTA-LOC
88756210	6112911	KANTU
74/711061	2022678	KINGSPORT

78444033	3049197	KRAUS
77/116644	3421521	LASH
88581434	5984485	MARQUIS MAGIC
77825150	3887614	MJ NATURALLY AGED FLOORING
87352318	5614361	PEARLTOUCH
73/544874	1380147	PORTA-NAILER
85562164	4463289	PORTA-NAILS
85801264	4602163	PORTA-NAILS and Circle Design (logo)
75/158050	2135390	QEP
87222227	5309473	QEP
76/638523	3185271	QEP and Design
88602082	N/A	RIDGETITE
85/356130	4077251	SPRINGLOC
88507227	6120274	SUREGRIP
77/518611	3675258	SUSPEND-IT
77/960138	4176081	TILE FORCE
88383284	N/A	TROWEL TOWEL
73/114055	1183472	VITREX
72/239995	0838196	WEBBAC (stylized)
87338869	N/A	X-TREME BOARD

II. ROBERTS CONSOLIDATED INDUSTRIES, INC.:

Serial Number	Registration Number	Mark
85/384694	4131101	"e" and Leaf Design
85/688113	4552316	"e" and Leaf Design
85/283009	4147707	AIRGUARD
77/835529	3923895	AIRGUARD and Design
85/126321	3947910	AMP GUARD and Design
85/091806	4023756	BLACK JACK FLOATING FLOOR UNDERLAYMENT and Playing Card Design
75/002695	2067896	COOL SHIELD in design
77/372229	3686836	GOLD GUARD ANTIMICROBIAL PROTECTION and Design
77/752318	3754095	GOLDEN TOUCH and Hand Design (color)
74/517349	2010551	MAX GRIP
87226590	5240256	MAX GRIP
85/320655	4063420	QUIET CUSHION
74/173974	1728752	R ROBERTS and design (small globe in R)
72/037909	0664947	ROBERTS
72/086832	0700501	ROBERTS
71/595094	0564051	SMOOTHEDGE
85/320681	4053217	SOFT STRIDE
85/320704	4030168	SUPER FELT

85/212324	4112905	TIGER TOOTH
77/753715	3722314	UNISON

III. QEP - TENNESSEE, INC.:

Serial Number	Registration Number	Mark
85/245266	4026012	FinishLoc

IV. FAUS GROUP, INC.:

Serial Number	Registration Number	Mark
88031724	5685674	F FAUS & DESIGN
78/790938	3524233	FAUS
76/224905	2609219	FAUS EMBOSSED IN REGISTER & Design
75/351987	2260079	FAUS FLOOR
78/248232	3370131	INTERPLANK DESIGN
76/224902	2591151	JOINT GUARD & Design

V. PREMIX-MARBLETITE MANUFACTURING CO.:

Serial Number	Registration Number	Mark
73339911	1221744	CEMCOTE
73302714	1234625	MARBLETITE
85389868	4108885	MARQUIS
87243339	5392720	MOONGEMS
73/349468	1273235	PM
73/339906	1289035	POOLCOTE
72139524	0742225	PREMIX

73123166	1118797	PREMIX-MARBLETITE
73349480	1300059	SEALGLAZE
73/339913	1298816	WONCOTE

VI. AC PRODUCTS CO.:

Serial Number	Registration Number	Mark
77413713	3515580	ACP
77413767	3515582	ACP Products