

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636230

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crew2 Inc.		04/01/2021	Corporation: MINNESOTA
Criterion Supply, Inc.		04/01/2021	Corporation: OREGON
Interior Logic Group, Inc.		04/01/2021	Corporation: DELAWARE
Interior Specialists, Inc.		04/01/2021	Corporation: CALIFORNIA
ISI Design and Installation Solutions, Inc.		04/01/2021	Corporation: MARYLAND
Roomored Inc.		04/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	580 Crosspoint Parkway
City:	Getzville
State/Country:	NEW YORK
Postal Code:	14068
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4406141	CREATIVE TOUCH INTERIORS
Registration Number:	3420605	CREW 2
Registration Number:	4447977	ETERNYL
Registration Number:	5793281	ILG
Registration Number:	6196963	ILG STUDIO
Registration Number:	5912401	INTERIOR LOGIC GROUP
Registration Number:	5226042	INTERIOR SPECIALISTS
Registration Number:	5500186	ISI
Registration Number:	5494887	ISI
Registration Number:	5500187	ISI INTERIOR SPECIALISTS
Serial Number:	90208439	ROOMORED
Registration Number:	5127561	R ROOMORED

OP \$315.00 4406141

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:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/01/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 1, 2021, among the Grantors and CITIBANK, N.A., as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of April 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication

of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement by a duly authorized officer as of the date first above written.

CREW2 INC.
CRITERION SUPPLY, INC.
INTERIOR LOGIC GROUP, INC.
INTERIOR SPECIALISTS, INC.
ISI DESIGN AND INSTALLATION SOLUTIONS,
INC.
ROOMORED INC., each as a Grantor

By: _____


Name: Alan Davenport
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007241 FRAME: 0583

CITIBANK, N.A., as Collateral Agent

By:


A handwritten signature in black ink, appearing to read "Justin Tichauer", written over a horizontal line.




Name: Justin Tichauer

Title: Managing Director and Vice President

Schedule I

U.S. Trademark Registrations and Applications

TRADEMARK	COUNTRY	STATUS	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NUMBER	OWNER
CREATIVE TOUCH INTERIORS	United States of America	Registered	85828594	01/22/2013	09/24/2013	4406141	ISI Design and Installation Solutions, Inc.
CREW 2	United States of America	Registered	78912348	06/20/2006	04/29/2008	3420605	Crew2 Inc.
ETERNYL	United States of America	Registered	86009448	07/12/2013	12/10/2013	4447977	Criterion Supply, Inc.
ILG and Design 	United States of America	Registered	88207856	11/27/2018	07/02/2019	5793281	Interior Logic Group, Inc.
ILG STUDIO	United States of America	Registered	88771511	01/23/2020	11/10/2020	6196963	Interior Logic Group, Inc.
INTERIOR LOGIC GROUP	United States of America	Registered	88207858	11/27/2018	11/19/2019	5912401	Interior Logic Group, Inc.

TRADEMARK	COUNTRY	STATUS	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NUMBER	OWNER
INTERIOR SPECIALISTS	United States of America	Registered	86953820	03/25/2016	06/20/2017	5226042	Interior Specialists, Inc.
ISI	United States of America	Registered	86953822	03/25/2016	06/26/2018	5500186	Interior Specialists, Inc.
ISI and Design 	United States of America	Registered	86953823	03/25/2016	06/19/2018	5494887	Interior Specialists, Inc.
ISI INTERIOR SPECIALISTS and Design 	United States of America	Registered	86953824	03/25/2016	06/26/2018	5500187	Interior Specialists, Inc.
ROOMORED	United States of America	Pending	90208439	09/24/2020			Roomored Inc.
R ROOMORED and Design  Roomored	United States of America	Registered	87047696	05/24/2016	01/24/2017	5127561	Roomored Inc.