

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678437

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-----------------------|
| STANTON CARPET CORP. | | 10/01/2021 | Corporation: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Alter Domus (US) LLC, as Collateral Agent |
| Street Address: | 225 W. Washington St., 9th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 6467477 | STANTON |
| Registration Number: | 6357100 | STANTON DWF |
| Registration Number: | 6357101 | DWF |
| Registration Number: | 6170947 | MERCER STREET RUGS |
| Registration Number: | 5924722 | STANTON ST DECORATIVE COMMERCIAL |
| Registration Number: | 5709499 | CRESCENT |
| Registration Number: | 5580936 | HIBERNIA |
| Registration Number: | 5932796 | NUBOND |
| Registration Number: | 3040852 | ROYALTY |
| Registration Number: | 3017954 | PACIFICREST |
| Registration Number: | 3017378 | CAMELOT CARPET MILLS |
| Registration Number: | 2146366 | ROYALGUARD |
| Registration Number: | 1687949 | ROYALTY CARPET MILLS |
| Registration Number: | 1111835 | R ROYALTY CARPETS |
| Registration Number: | 5167569 | TENLON |
| Registration Number: | 4737927 | ROYAL DUTCH |
| Registration Number: | 4678988 | ANTRIM |
| Registration Number: | 4306461 | ATELIER |

OP \$615.00 6467477

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 4118836 | STAINSAFE |
| Registration Number: | 2838968 | ROYALTRON |
| Registration Number: | 2481873 | ROSECORE |
| Registration Number: | 2485867 | RIVINGTON |
| Registration Number: | 2408113 | STANTON CARPET CORPORATION |
| Registration Number: | 2408114 | STANTON RUG COMPANY |

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.

Email: jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | Jennifer Bleskin |
| SIGNATURE: | /s/ Jennifer Bleskin |
| DATE SIGNED: | 10/01/2021 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this “Agreement”), among STANTON CARPET CORP. (the “Grantor”) and ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Stanton Carpet Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), Stanton Carpet Intermediate Holdings II, Inc., a Delaware corporation (“Stanton Holdings”), Stanton Carpet Corp., a Delaware corporation (“Stanton” and, together with Stanton Holdings, the “Borrower”), Stanton Carpet Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Alter Domus (US) LLC as Administrative Agent and Collateral Agent and (b) the Second Lien Collateral Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STANTON CARPET CORP., as Grantor

By 
Name: Jonathan Cohen
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007440 FRAME: 0034

ALTER DOMUS (US) LLC, as Collateral Agent

By: 

Name: *Joseph Mechem*

Title: *Associate Counsel*

Schedule I

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|----------------------------------|-----------------|------------------|------------------|-------------------|
| STANTON | 90277938 | 10/26/20 | 6467477 | 8/31/21 |
| STANTON DWF | 88789122 | 2/7/20 | 6357100 | 5/18/21 |
| DWF | 88789144 | 2/7/20 | 6357101 | 5/18/21 |
| MERCER STREET RUGS | 88605153 | 9/5/19 | 6170947 | 10/6/20 |
| STANTON ST DECORATIVE COMMERCIAL | 88324621 | 3/4/19 | 5924722 | 12/3/19 |
| CRESCENT | 88073228 | 8/10/18 | 5709499 | 3/26/19 |
| HIBERNIA | 87915168 | 5/10/18 | 5580936 | 10/9/18 |
| NUBOND | 87820326 | 3/5/18 | 5932796 | 12/10/19 |
| ROYALTY | 78500932 | 10/15/04 | 3040852 | 1/10/06 |
| PACIFICREST | 78490903 | 9/28/04 | 3017954 | 11/22/05 |
| CAMELOT CARPET MILLS | 78375737 | 2/27/04 | 3017378 | 11/22/05 |
| ROYALGUARD | 75269137 | 4/4/97 | 2146366 | 3/24/98 |
| ROYALTY CARPET MILLS | 74089781 | 8/20/90 | 1687949 | 5/19/92 |
| R ROYALTY CARPETS | 73133427 | 7/11/77 | 1111835 | 1/23/79 |
| TENLON | 86831989 | 11/25/15 | 5167569 | 3/21/17 |
| ROYAL DUTCH | 86320142 | 6/25/14 | 4737927 | 5/19/15 |
| ANTRIM | 86320192 | 6/25/14 | 4678988 | 1/27/15 |
| ATELIER | 85517694 | 1/17/12 | 4306461 | 3/19/13 |
| STAINSAFE | 77476214 | 5/16/08 | 4118836 | 3/27/12 |
| ROYALTRON | 76265345 | 6/1/01 | 2838968 | 5/4/04 |
| ROSCORE | 75933484 | 3/1/00 | 2481873 | 8/28/01 |
| RIVINGTON | 75732057 | 6/18/99 | 2485867 | 9/4/01 |
| STANTON CARPET CORPORATION | 75732056 | 6/18/99 | 2408113 | 11/28/00 |
| STANTON RUG COMPANY | 75732058 | 6/18/99 | 2408114 | 11/28/00 |