

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BELNICK, LLC		02/03/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	3424 PEACHTREE ROAD NE, FLOOR 21		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5523636	MASADA RUGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6785537308		
<b>Email:</b>	bartlett@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Victoria Bartlett		
<b>SIGNATURE:</b>	/s/Victoria Bartlett		
<b>DATE SIGNED:</b>	03/22/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of February 3, 2022, is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

Introductory Statement

WHEREAS, pursuant to the Credit Agreement dated as of January 20, 2022 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among BELNICK, LLC, a Georgia limited liability company (the “Borrower Representative”), the other Borrowers party thereto, BELNICK HOLDCO LLC, a Delaware limited liability company, and the other Guarantors referred to therein, the Lenders referred to therein and the Administrative Agent, the Lenders have agreed to extend Revolving Loans and the Issuing Bank has agreed to issue Letter of Credit to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, all of the Grantors have entered into the Security Agreement dated as of January 20, 2022 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective Revolving Loans and the Issuing Bank to issue Letters of Credit to the Borrowers thereunder, and to induce the Administrative Agent to act in its agency capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each case, other than Excluded Property (the “Trademark Collateral”):

- (a) all of its U.S. Trademarks, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. [Reserved].

Section 5. [Reserved].

Section 6. **GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL. EACH PARTY HERETO AGREES THAT THE TERMS AND PROVISIONS OF SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.**

Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Counterparts"; "Severability"; "Section Headings"; and "Integration", respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

[Continued on following page.]

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

**BELNICK, LLC, as a Grantor**

By 

Name: Gabe Johnson

Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement (Masada)]

**TRADEMARK**  
**REEL: 007668 FRAME: 0516**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor	Trademark	Jurisdiction of Registration	Registration Date	Registration Number
Belnick, LLC	MASADA RUGS	U.S.	July 24, 2018	5,523,636

2. TRADEMARK APPLICATIONS

None.