

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VICTORIA IWT HOLDINGS INC.		10/17/2022	Corporation: DELAWARE
IWT HOLDINGS, LLC		10/17/2022	Limited Liability Company: DELAWARE
INTERNATIONAL WHOLESALE TILE, LLC		10/17/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	500 First Avenue
Internal Address:	4th Floor, Document Control Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6088812	LUXWOOD
Registration Number:	3622930	TESORO
Registration Number:	2912844	TESORO THE COLLECTION
Serial Number:	77435703	IWT TESORO INTERNATIONAL

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: 8007130755

Email: james.murray@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
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TRADEMARK

REEL: 007870 FRAME: 0710

900726299

OP \$115.00 6088812

SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	10/18/2022
Total Attachments: 7 source=Submitted IP Security Agreement for filing with USPTO#page1.tif source=Submitted IP Security Agreement for filing with USPTO#page2.tif source=Submitted IP Security Agreement for filing with USPTO#page3.tif source=Submitted IP Security Agreement for filing with USPTO#page4.tif source=Submitted IP Security Agreement for filing with USPTO#page5.tif source=Submitted IP Security Agreement for filing with USPTO#page6.tif source=Submitted IP Security Agreement for filing with USPTO#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented and otherwise modified from time to time, this “Agreement”) is made as of this 17th day of October, 2022 by each of the entities set forth on the signature pages hereto (collectively, the “Grantors” and each individually, a “Grantor”), in favor of PNC BANK, N.A., in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Security Agreement and Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among VICTORIA IWT HOLDINGS, INC. (“Victoria IWT Holdings”), IWT HOLDINGS, LLC (“IWT Holdings”), and INTERNATIONAL WHOLESALE TILE, LLC (“IWT”; and together with Victoria IWT Holdings and IWT Holdings, and each Person joined thereto as a borrower from time to time after the Closing Date, collectively, the “Borrowers”, and each individually, a “Borrower”), the lenders from time to time party thereto (the “Lenders”), the Guarantors party thereto from time to time, and PNC Bank, N.A., as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyright applications and registrations (collectively, “Copyrights”) including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications (excluding any pending “intent to use” applications), service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

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

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, such Grantor has not granted any Liens on any of its IP Collateral to any other Person (other than any Permitted Liens).

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any new Material IP constituting included in the IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

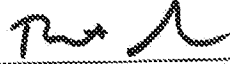
9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally blank]

Each of the parties has signed this Agreement as of the day and year first above written.

INITIAL GRANTORS:

VICTORIA IWT HOLDINGS INC

By: 
Name: Roberto Moreno
Title: President

With respect to the following Grantors, immediately upon consummation of the Acquisition Agreement:

IWT HOLDINGS, LLC

By: _____
Name: Michael D'Agostino
Title: Chief Financial Officer

INTERNATIONAL WHOLESALE TILE, LLC

By: _____
Name: Michael D'Agostino
Title: Chief Financial Officer

Each of the parties has signed this Agreement as of the day and year first above written.

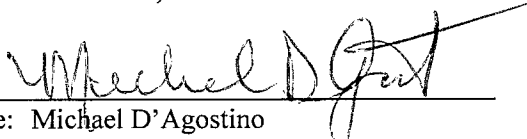
INITIAL GRANTORS:

VICTORIA IWT HOLDINGS INC

By: _____
Name: Roberto Moreno
Title: President

With respect to the following Grantors, immediately upon consummation of the Acquisition Agreement:

IWT HOLDINGS, LLC

By: 
Name: Michael D'Agostino
Title: Chief Financial Officer

INTERNATIONAL WHOLESALE TILE, LLC

By: 
Name: Michael D'Agostino
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement (IWT)]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	International Wholesale Tile, LLC	LUXWOOD	6088812
2.	International Wholesale Tile, LLC	TESORO	3622930
3.	International Wholesale Tile, LLC	TESORO THE COLLECTION and Design	2912844
4.	International Wholesale Tile, LLC	IWT TESORO INTERNATIONAL	77/435703* (Application No)

[Intellectual Property Security Agreement]
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