

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KOROSEAL INTERIOR PRODUCTS, LLC		06/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	86138233	ARBOR SERIES
Registration Number:	2169364	CHESAPEAKE WALLCOVERINGS CORPORATION
Registration Number:	2163812	CHESAPEAKE WALLCOVERINGS CORPORATION
Registration Number:	3486564	CHESAPEAKE'S CRAZY ABOUT KIDS
Registration Number:	3253596	CHESAPEAKE'S KITCHEN AND BATH ESSENTIALS
Registration Number:	2478130	DESIGNRITE
Registration Number:	1489771	EARLY WARNING EFFECT
Registration Number:	3537630	EASY ACCENT PEEL & STICK APPLIQUÉS
Registration Number:	3496396	EASY-MATCH
Registration Number:	3357375	EASY-WALLS
Registration Number:	2084553	ERASERITE
Registration Number:	2037806	EZRITE
Registration Number:	3092241	FAMILY AND FRIENDS
Registration Number:	3768250	FIELD GUIDE
Registration Number:	3609941	GRAND ESTATES
Registration Number:	3253595	GROWING UP WITH CHESAPEAKE
Registration Number:	3139982	HANGS IN MINUTES, REMOVES IN SECONDS
Registration Number:	2143431	JUSTRITE
Registration Number:	1953652	KOROGARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1053617	KOROKLEAR
Registration Number:	1097465	KOROKLEAR
Registration Number:	2480054	KORORITE
Registration Number:	1711712	KOROSEAL
Registration Number:	2139665	MAGRITE
Registration Number:	3648262	NATURAL LIVING
Registration Number:	3747137	QUINTESSENTIAL
Registration Number:	2713188	SPEAK EASY
Registration Number:	3626433	STUDIO VUE
Registration Number:	3609753	SUNDAY MORNING
Registration Number:	2606765	TAC-WALL
Registration Number:	2619785	TRAFFIC PATTERNS
Registration Number:	2843199	VICRTEX
Registration Number:	2059439	WALLTALKERS

CORRESPONDENCE DATA

Fax Number: 3128637806
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: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.375
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	06/16/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of June, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 16, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Koroseal Interior Products Holdings, Inc., as parent ("Parent"), Koroseal Interior Products Intermediate Holdings, LLC ("Intermediate Holdings"), Koroseal Interior Products, LLC, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Guaranty and Security Agreement, dated as of June 16, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor (except any trademark that constitutes Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the Security Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KOROSEAL INTERIOR PRODUCTS, LLC

By: 
Name: Richard Runkel
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KOROSEAL INTERIOR PRODUCTS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: Megan E. Enlow
Name: Megan E. Enlow
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005303 FRAME: 0163

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	Application Serial Number	Registration Number	Registration/ Issue Date
Koroseal Interior Products, LLC	United States of America	Arbor Series	86/138,233	n/a	n/a
Koroseal Interior Products, LLC	United States of America	Chesapeake Wallcoverings Corporation & Design	75/281,021	2,169,364	6/30/1998
Koroseal Interior Products, LLC	United States of America	Chesapeake Wallcoverings Corporation	75/281,022	2,163,812	6/9/1998
Koroseal Interior Products, LLC	United States of America	Chesapeake's Crazy About Kids	78/967,848	3,486,564	8/12/2008
Koroseal Interior Products, LLC	United States of America	Chesapeake's Kitchen and Bath Essentials	78/946,607	3,253,596	6/19/2007
Koroseal Interior Products, LLC	United States of America	Designrite	76/126,452	2,478,130	8/14/2001
Koroseal Interior Products, LLC	United States of America	Early Warning Effect	73/639,997	1,489,771	5/31/1988
Koroseal Interior Products, LLC	United States of America	Easy Accent Peel & Stick Appliques & Design	77/062,177	3,537,630	11/25/2008
Koroseal Interior Products, LLC	United States of America	Easy-Match	77/022,962	3,496,396	9/2/2008
Koroseal Interior Products, LLC	United States of America	Easy-Walls	78/712,308	3,357,375	12/18/2007
Koroseal Interior Products, LLC	United States of America	Eraserite	74/688,710	2,084,553	7/29/1997
Koroseal Interior Products, LLC	United States of America	EZrite	74/682,004	2,037,806	2/11/1997
Koroseal Interior Products, LLC	United States of America	Family and Friends	78/402,365	3,092,241	5/16/2006
Koroseal Interior Products, LLC	United States of America	Field Guide	77/465,711	3,768,250	3/30/2010
Koroseal Interior Products, LLC	United States of America	Grand Estates	77/389,722	3,609,941	4/21/2009
Koroseal Interior Products, LLC	United States of America	Growing Up With Chesapeake	78/946,603	3,253,595	6/19/2007
Koroseal Interior Products, LLC	United States of America	Hangs in Minutes, Removes in Seconds	78/431,140	3,139,982	9/5/2006
Koroseal Interior Products, LLC	United States of America	Justrite	75/130,903	2,143,431	3/10/1998
Koroseal Interior Products, LLC	United States of America	Korogard	74/490,356	1,953,652	1/30/1996
Koroseal Interior Products, LLC	United States of America	Koroklear	73/085,302	1,053,617	11/30/1976
Koroseal Interior Products, LLC	United States of America	Koroklear	73/136,459	1,097,465	7/25/1978
Koroseal Interior Products, LLC	United States of America	Kororite	76/126,542	2,480,054	8/21/2001
Koroseal Interior Products, LLC	United States of America	Koroseal	74/197,316	1,711,712	9/1/1992
Koroseal Interior Products, LLC	United States of America	Magrite	75/130,743	2,139,665	2/24/1998

Koroseal Interior Products, LLC	United States of America	Natural Living	77/299,746	3,648,262	6/30/2009
Koroseal Interior Products, LLC	United States of America	Quintessential	77/066,536	3,747,137	2/9/2010
Koroseal Interior Products, LLC	United States of America	Speak Easy	76/403,153	2,713,188	5/6/2003
Koroseal Interior Products, LLC	United States of America	Studio Vue	77/589,528	3,626,433	5/26/2009
Koroseal Interior Products, LLC	United States of America	Sunday Morning	77/355,081	3,609,753	4/21/2009
Koroseal Interior Products, LLC	United States of America	Tac-Wall	76/135,767	2,606,765	8/13/2002
Koroseal Interior Products, LLC	United States of America	Traffic Patterns	76/126,370	2,619,785	9/17/2002
Koroseal Interior Products, LLC	United States of America	Vicrtex	78/260,638	2,843,199	5/18/2004
Koroseal Interior Products, LLC	United States of America	Walltalkers	75/130,724	2,059,439	5/6/1997

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None