

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YORK WALLCOVERINGS, INC.		03/04/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as administrative agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3894804	ANTONINA VELLA
Registration Number:	2163986	ASHFORD HOUSE
Registration Number:	3044943	CAREY LIND
Registration Number:	1799483	GINGER TREE
Registration Number:	4444839	INSPIRED BY COLOR
Registration Number:	3958536	J. CHESTERFIELD STUDIO
Registration Number:	3907269	LINDEN STREET GALLERY
Registration Number:	1584832	MONOGRAM
Registration Number:	2294669	PARK PLACE
Registration Number:	4527250	PEEL AND STICK WALL GRAPHIX
Registration Number:	2703094	RISKY BUSINESS
Registration Number:	3023244	RONALD REDDING
Registration Number:	1882326	ROOMMATES
Registration Number:	2789602	SURESTRIP
Registration Number:	2886928	THE CARLISLE COMPANY
Registration Number:	3905397	THREE SISTERS STUDIO
Registration Number:	2789608	WHITE HERON
Registration Number:	1838707	YORK
Registration Number:	3843030	YORKGUARD

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6123408827

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: 612.492.6842**Email:** ip.docket@dorsey.com**Correspondent Name:** Jeffrey R. Cadwell**Address Line 1:** Dorsey & Whitney LLP**Address Line 2:** 50 South Sixth Street, Suite 1500**Address Line 4:** Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	059235-10539
NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	03/04/2015

Total Attachments: 4

source=Confirmatory Grant of Security Interest in Trademarks-v1#page1.tif

source=Confirmatory Grant of Security Interest in Trademarks-v1#page2.tif

source=Confirmatory Grant of Security Interest in Trademarks-v1#page3.tif

source=Confirmatory Grant of Security Interest in Trademarks-v1#page4.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of March 4, 2015, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, YW Acquisition Company, a corporation organized under the laws of the State of Pennsylvania (to be merged with and into YWI Holdings Corporation, a corporation organized under the laws of the State of Pennsylvania) (the "Borrower"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor has entered into a Guaranty dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrower under the Credit Agreement;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations, if any), the Secured Party shall promptly, upon

such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

YORK WALLCOVERINGS, INC. (effective upon the completion of and after giving effect to the Acquisition (YWI))

By: 

Name: Daniel J. Gaspar

Its: Vice President, Secretary and Treasurer

Address: c/o High Road Capital Partners
1251 Avenue of the Americas, #825
New York, New York 10020

Name and address of Secured Party:

U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005471 FRAME: 0468

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Appl. No.	Filed	Regn. No.	Regn. Date	Status
ANTONINA VELLA	77/783336	07/17/2009	3894804	12/21/2010	Registered
ASHFORD HOUSE	75/295617	05/21/1997	2163986	06/09/1998	Registered
CAREY LIND	78/428884	06/02/2004	3044943	01/17/2006	Registered
GINGER TREE	74/367067	03/11/1993	1799483	10/19/1993	Registered
INSPIRED BY COLOR	85/707544	08/20/2012	4444839	12/03/2013	Registered
J. CHESTERFIELD STUDIO	77/783331	07/17/2009	3958536	05/10/2011	Registered
LINDEN STREET GALLERY	85/044745	05/21/2010	3907269	01/18/2011	Registered
MONOGRAM	73/820347	08/21/1989	1584832	02/27/1990	Registered
PARK PLACE	75/348576	08/28/1997	2294669	11/23/1999	Registered
PEEL AND STICK WALL GRAPHIX	85/951437	06/05/2013	4527250	05/06/2014	Registered
RISKY BUSINESS	76/243179	04/19/2001	2703094	04/01/2003	Registered
RONALD REDDING	78/428878	06/02/2004	3023244	12/06/2005	Registered
ROOMMATES	86/375780	08/25/2014			Pending
ROOMMATES	74/425446	08/17/1993	1882326	03/07/1995	Registered
ROOMMATES WALL DECALS & Design 	86/012795	07/07/2013			Pending
STICKTILES	86/353240	07/31/2014			Pending
SURESTRIP	76/411663	05/23/2002	2789602	12/02/2003	Registered
THE CARLISLE COMPANY	76/243637	04/19/2001	2886928	09/21/2004	Registered
THREE SISTERS STUDIO	77/842583	10/06/2009	3905397	01/11/2011	Registered
WHITE HERON	76/413342	05/23/2002	2789608	12/02/2003	Registered
YORK	74/355682	02/04/1993	1838707	06/07/1994	Registered
YORKGUARD	77/856119	10/23/2009	3843030	08/31/2010	Registered