

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM336375

<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>
Cambria Company LLC		03/25/2015	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4256545		
Registration Number:	4175742		
Registration Number:	4175743		
Registration Number:	4244654	CAMBRIA	
Registration Number:	4178593	CAMBRIA	
Registration Number:	4244655	CAMBRIA	
Registration Number:	4178594	CAMBRIA	
Registration Number:	2555408	CAMBRIA	
Registration Number:	4244656	CAMBRIA	
Registration Number:	4244657	CAMBRIA	
Registration Number:	4178595	CAMBRIA	
Registration Number:	4240700	CAMBRIA STYLE	
Registration Number:	3372892	CLUB CAMBRIA	
Registration Number:	3372891	CLUB CAMBRIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>			

CH \$365.00 4256545

**Phone:** 800-927-9801 x 62348  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 1090 Vermont Avenue NW, Suite 430  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	566637-10
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<b>NAME OF SUBMITTER:</b>	Jean Paterson
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<b>SIGNATURE:</b>	/jep/
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<b>DATE SIGNED:</b>	03/27/2015
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**Total Attachments: 6**

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## TRADEMARK COLLATERAL AGREEMENT

This 25th day of March, 2015, Cambria Company LLC, a Minnesota limited liability company ("*Debtor*") with its principal place of business and mailing address at 805 Enterprise Drive East, Suite H, Belle Plaine, Minnesota 56011, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Bank of Montreal, ("*BMO*"), Bank of Montreal, a Canadian chartered bank acting through its Chicago branch with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark

registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be  
duly executed as of the date and year last above written.

CAMBRIA COMPANY LLC

By 

Name: James T. Ward

Title: Chief Financial Officer & Treasurer

[Signature Page to Trademark Collateral Agreement - Cambria Enterprises LLC]

**TRADEMARK**  
**REEL: 005486 FRAME: 0490**

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By: Betzaida Erdelyi  
Name: Betzaida Erdelyi  
Title: Managing Managing Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A**  
**TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Status	Jurisdiction	Application No.	Registration No.	Registration Date
CAMBRIA	Pending	Canada	1572861		
CAMBRIA & BLACK DRAGON DESIGN	Pending	Canada	1572862		
CAMBRIA & GOLD DRAGON DESIGN	Pending	Canada	1572867		
CAMBRIA & DRAGON DESIGN	Pending	China	1064777/1		
CAMBRIA & BLACK DRAGON DESIGN	Pending	Russia	78714204		
BLACK DRAGON DESIGN	Registered	Canada	1572860	879910	6/11/2014
CAMBRIA STYLE	Registered	Canada	1572917	879916	6/11/2014
BLACK DRAGON DESIGN	Registered	USA	8552467/3	4256545	12/11/2012
BLACK DRAGON DESIGN	Registered	USA	85524659	4175742	7/17/2012
BLACK DRAGON DESIGN	Registered	USA	85524667	4175743	7/17/2012
CAMBRIA	Registered	USA	85476080	4244654	11/20/2012

CAMBRIA	Registered	USA	85476068	4178593	7/24/2012
CAMBRIA & BLACK DRAGON DESIGN	Registered	USA	85476090	4244655	11/20/2012
CAMBRIA & BLACK DRAGON DESIGN	Registered	USA	85476084	4178594	7/24/2012
CAMBRIA & DRAGON DESIGN	Registered	USA	76155004	2555408	4/2/2002
CAMBRIA & GOLD DRAGON DESIGN	Registered	USA	85476095	4244656	11/20/2012
CAMBRIA & GOLD DRAGON DESIGN	Registered	USA	85476100	4244657	11/20/2012
CAMBRIA & GOLD DRAGON DESIGN	Registered	USA	85476092	4178595	7/24/2012
CAMBRIA STYLE	Registered	USA	85476063	4240700	11/13/2012
CLUB CAMBRIA	Registered	USA	78714207	3377892	1/22/2008
CLUB CAMBRIA & DRAGON DESIGN	Registered	USA	78714204	3372891	1/22/2008
CAMBRIA	Registered	EU	12533733	12533733	8/1/2014