

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERNATIONAL WHOLESALE TILE, LLC		10/14/2016	Limited Liability Company: DELAWARE
IWT HOLDINGS, LLC		10/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3424 Peachtree Road NE, Suite 2300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Financial holding company: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3622930	TESORO	
Registration Number:	2912844	TESORO THE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	58708.015015		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	10/14/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2016, 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 lender (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 14,, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among International Wholesale Tile, LLC, a Delaware limited liability company (the “Borrower”), IWT Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time party thereto, and the Lender from time to time party thereto, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, Holdings and the Lender, the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make its respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (as defined in the Security Agreement), including, without limitation, 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, without

limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

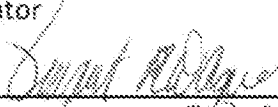
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTERNATIONAL WHOLESALE TILE, LLC, as a
Grantor

By: 
Name: Vincent R. D'Agostino
Title: Vice President

IWT HOLDINGS, LLC, as a Grantor

By: 
Name: Vincent R. D'Agostino
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____
Name: Patrick J. Fravel
Title: Authorized Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTERNATIONAL WHOLESALE TILE, LLC, as a Grantor

By: _____

Name:

Title:

IWT HOLDINGS, LLC, as a Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Lender

By:  _____

Name: Patrick J. Fravel

Title: Authorized Officer

Schedule 1

Trademarks and Licenses

“TESORO” – U.S. Trademark, owned by International Wholesale Tile, LLC, Registered on May 19, 2009, Registration Number 3622930, Serial Number 77595062.

“TESORO THE COLLECTION and Design” – U.S. Trademark, owned by International Wholesale Tile, LLC, Registered on March 9, 2011, Registration Number 2912844, Serial Number 78266326.