

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brewster Home Fashions LLC		11/22/2016	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	One Boston Place - Suite 1800
Internal Address:	Attn: Brewster Relationship Manager
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4777005	AMERICAN BEAUTY
Registration Number:	4885925	A-STREET PRINTS
Registration Number:	2321833	BEACON HOUSE
Registration Number:	2163812	CHESAPEAKE WALLCOVERINGS CORPORATION
Registration Number:	2169364	CHESAPEAKE WALLCOVERINGS CORPORATION
Registration Number:	3496396	EASY-MATCH
Registration Number:	3357375	EASY-WALLS
Registration Number:	3092241	FAMILY AND FRIENDS
Registration Number:	3871802	FUN TIME
Registration Number:	3139982	HANGS IN MINUTES, REMOVES IN SECONDS
Registration Number:	2785008	KENNETH JAMES
Registration Number:	1285352	MIRAGE
Registration Number:	4435939	MY STYLE
Registration Number:	4988447	NUWALLPAPER
Registration Number:	3234998	PAPERPRO
Registration Number:	3250016	PAPERPRO
Registration Number:	3871803	QUICK QUOTES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1434035	SATIN CLASSICS
Registration Number:	1895627	SATIN ROYALE'
Registration Number:	1434034	SILKEN CLASSICS
Registration Number:	2226983	VINTAGE WALLCOVERINGS
Registration Number:	3974761	WALL POPS
Registration Number:	3345877	WALL POPS
Registration Number:	3547494	ZOOWALLOGY
Serial Number:	86950375	FLOORPOPS
Serial Number:	87049810	NUWALL

CORRESPONDENCE DATA

Fax Number: 6177424214

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: (803) 799-2000

Email: ipboston.docketing@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: One Post Office Square

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 52235/00004

NAME OF SUBMITTER: Charles G. Zug

SIGNATURE: /cgz/

DATE SIGNED: 11/23/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of November, 2016, 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 Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 22, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among (i) the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”, as that term is hereinafter further defined), (ii) **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), (iii) **BREWSTER WALLPAPER LLC**, a Massachusetts limited liability company (“Parent”), (iv) **BREWSTER PROVINCIAL WALLCOVERING LIMITED PARTNERSHIP**, a Massachusetts limited partnership (a “US Guarantor” and a “US Grantor”), (v) **BREWSTER HOME FASHIONS LLC**, a Massachusetts limited liability company (a “US Borrower”), and those additional Persons organized under the laws of a jurisdiction within the United States that are joined as a party thereto by executing a US Joinder (each, a “US Borrower” and individually and collectively, jointly and severally, the “US Borrowers”), (vi) **FINE DÉCOR WALLCOVERINGS LIMITED**, a company incorporated in England and Wales with company number 04110906 (a “UK Borrower”), and those additional Persons incorporated in England and Wales that are joined as a party thereto by executing a UK Joinder (each, a “UK Borrower” and individually and collectively, jointly and severally, the “UK Borrowers”), and (vii) **PROVINCIAL WALLCOVERINGS ULC**, an unlimited liability corporation formed under the laws of Alberta, Canada (a “Canadian Borrower”), and those additional Persons organized under the laws of Canada or any province thereof that are joined as a party thereto by executing a Canadian Joinder (each, a “Canadian Borrower” and individually and collectively, jointly and severally, the “Canadian Borrowers”; the US Borrowers, together with the Canadian Borrowers, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers 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 the Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of November 22, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “US Guaranty and Security Agreement”); and

WHEREAS, pursuant to the US Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 US 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 US 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, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure all of 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, 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 all 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 the Loan Parties, 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 Loan Party.

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 Lender Group and the Bank Product Providers, pursuant to the US 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 US 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 US Guaranty and Security Agreement, the US Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, 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. 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 AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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.

GRANTORS:

BREWSTER HOME FASHIONS LLC

By: 

Name: Kenneth M. Grandberg
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB1/ 89793951

**TRADEMARK
REEL: 005928 FRAME: 0068**

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.

GRANTORS:

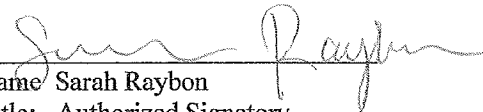
BREWSTER HOME FASHIONS LLC

By: _____
Name: Kenneth M. Grandberg
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name Sarah Raybon
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB1/ 89793951

**TRADEMARK
REEL: 005928 FRAME: 0069**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

U.S. Registrations, all of which are owned by Brewster Home Fashions LLC:

Trademark	Appln. No.	Filing Date	Reg. No.	Reg. Date
AMERICAN BEAUTY	86/466301	11/26/2014	4777005	7/21/2015
A-Street Prints	86/660830	6/12/2015	4885925	1/12/2016
BEACON HOUSE	75/676646	4/7/1999	2321833	2/22/2000
CHESAPEAKE WALLCOVERINGS CORPORATION	75/281022	4/25/1997	2163812	6/9/1998
CHESAPEAKE WALLCOVERINGS CORPORATION & DESIGN	75/281021	4/25/1997	2169364	6/30/1998
EASY-MATCH	77/022962	10/17/2006	3496396	9/2/2008
EASY-WALLS	78/712308	9/13/2005	3357375	12/18/2007
FAMILY AND FRIENDS (Note: expires 11/16/16 and will not be renewed)	78/402365	4/15/2004	3092241	5/16/2006
FUN TIME	76/701939	3/8/2010	3871802	11/9/2010
HANGS IN MINUTES, REMOVES IN SECONDS	78/431140	6/7/2004	3139982	9/5/2006
KENNETH JAMES	78/101644	1/9/2002	2785008	11/18/2003
MIRAGE	73/416095	3/7/1983	1285352	7/10/1984
MY STYLE	85/890054	3/29/2013	4435939	11/19/2013
NUWALLPAPER	86/812286	11/6/2015	4988447	6/28/2016
PAPERPRO	78/658970	6/27/2005	3234998	4/24/2007
PAPERPRO and design	78/659014	6/27/2005	3250016	6/5/2007
QUICK QUOTES	76/701940	3/8/2010	3871803	11/9/2010
SATIN CLASSICS	73/587185	3/10/1986	1434035	3/24/1987
SATIN ROYALE	74/431885	9/2/1993	1895627	5/23/1995
SILKEN CLASSICS	73/587184	3/10/1986	1434034	3/24/1987
VINTAGE WALLCOVERINGS	75/090406	4/18/1996	2226983	3/2/1999
WALL POPS	76/701941	3/8/2010	3974761	6/7/2011
WALLPOPS	78/843005	3/22/2006	3345877	11/27/2007
ZOOWALLOGY	77/137960	3/22/2007	3547494	12/16/2008

U.S. Applications, all of which are owned by Brewster Home Fashions LLC:

Trademark	Appln. No.	Filing Date	Status
FLOORPOPS	86/950375	3/23/2016	Pending
NUWALL	87/049810	5/25/2016	Pending

OTHER TRADEMARKS:

All of the following are owned by Brewster Home Fashions LLC:

Country	Trademark	Appln. No.	Filing Date	Reg. No.	Reg. Date
Canada	BEACON HOUSE	0790999	8/24/1995	TMA549685	8/10/2001
Canada	A-STREET PRINTS	1757453	12/2/2015	(pending)	

Canada	NUWALLPAPER	1780821	5/4/2016	(pending)	
Canada	BREWSTER HOME FASHIONS	0823757	9/19/1996	TMA549687	8/10/2001
Canada	WALL POPS	1607497	12/20/2012	TMA874857	4/2/2014
Canada	WALLPOPS	1296838	4/6/2006	TMA687891	5/17/2007
Canada	TOILE IMPRESSIONS	1105387	6/5/2001	TMA581459	5/13/2003
Canada	COASTAL BREEZE	1069818	8/3/2000	TMA566345	8/23/2002
Canada	KENNETH JAMES	1130070	2/4/2002	TMA590432	9/22/2003
Canada	SATIN CLASSICS	623082	1/12/1989	TMA377968	1/11/1991
Canada	PAPERPRO	1266008	7/25/2005	TMA685409	4/3/2007
Canada	SILKEN CLASSICS	623080	1/12/1989	TMA379534	2/8/1991
Canada	SATIN INSPIRATION	743597	12/16/1993	TMA454855	3/1/1996
Canada	NATURE'S UPDATE	1064925	6/27/2000	TMA561102	4/30/2002
Canada	DESIGNER SAFARI	1057477	4/25/2000	TMA563898	6/21/2002
Canada	INTERNATIONAL	1152578	9/12/2002	TMA602379	2/17/2004
Canada	INTERNATIONAL WALLCOVERINGS	1152577	9/12/2002	TMA602368	2/17/2004
Canada	NEW LIFESTYLE TEXTURES, STRIPES & BORDERS	1009574	3/19/1999	TMA559276	3/15/2002
Canada	PAPERPRO & DESIGN	1266007	7/25/2005	TMA685410	4/3/2007
Canada	DECORLUX	1028825	9/14/1999	TMA575598	2/13/2003
Canada	VALLEY FORGE	1152572	9/12/2002	TMA598523	1/5/2004
Canada	FRENCH COUNTRY MINIATURES	1085156	12/5/2000	TMA573820	1/16/2003
Canada	MIRAGE	1126479	12/21/2001	TMA623247	10/22/2004
Canada	CAN YOU IMAGINE	1064916	6/27/2000	TMA570751	11/14/2002
Canada	MYSTIQUE	1208489	3/4/2004	TMA657918	2/3/2006
China	BREWSTER	1136340	11/6/1996	1136340	12/21/1997
Int'l Registration - Madrid Protocol Only	AMERICAN BEAUTY	A0050512	5/19/2015	1251733	5/19/2015
Int'l Registration - Madrid Protocol Only	A-Street Prints	A0051329	6/26/2015	1259485	6/26/2015
Int'l Registration - Madrid Protocol Only	NUWALLPAPER	1310990	5/3/2016	1310990	5/3/2016
Int'l Registration - Madrid Protocol Only	WALL POPS	A0033301	12/19/2012	1147822	12/19/2012
Korea, Republic of	BREWSTER	402007029576	6/1/2007	4007651530000	10/15/2020