

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lamin-Art, LLC		12/12/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking corporation: GERMANY		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3702115	CATALYST	
Registration Number:	3618413	CHRYSALIS	
Registration Number:	2119873	LAMINART	
Registration Number:	0627562	LAMIN-ART	
Registration Number:	4354421	METAL-ART	
Registration Number:	2205537		
Registration Number:	1490188	PEARLESCENCE	
Registration Number:	1529712	PEARLESCENCE COLLECTION	
Registration Number:	4377844	RIFT-GRAIN	
Registration Number:	4548054	TRU-GRAIN	
Registration Number:	1332169	VENEERART	
Registration Number:	2299888	VENEER-ART	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Taylor M. Lindman, Esq.		

CH \$315.00 3702115

Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Taylor M. Lindman

SIGNATURE: /Taylor Lindman/

DATE SIGNED: 12/14/2016

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 12, 2016, made by Lamin-Art, LLC, a Georgia limited liability company with its principal office at 13413 Galleria Circle, Suite 200, Austin, Texas 78738 (the "Grantor"), in favor of Deutsche Bank AG New York Branch, with its principal office at 60 Wall Street, New York, NY 10005, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 31, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among Wilsonart LLC (the "Borrower"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of October 31, 2012, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement and that certain Assumption Agreement by the Grantor, dated as of December 12, 2016 (the "Assumption Agreement"), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Collateral Agreement), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Collateral Agreement and the Assumption Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement and the Assumption Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

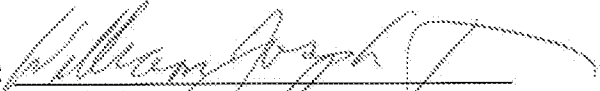
SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LAMIN-ART, LLC
as Grantor

By: 
Name: William Joseph Thesing
Title: Vice President

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK BRANCH, as
Administrative Agent and Collateral Agent

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: Dusan Lazarov
Name: Dusan Lazarov
Title: Director

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005947 FRAME: 0967

SCHEDULE I

Trademarks

Trademark	Country	Owner	AppNo	FileDate	RegNo	RegDate
CATALYST	U.S.	Lamin-Art, LLC	77/229433	7/13/2007	3,702,115	10/27/2009
CHRYSALIS	U.S.	Lamin-Art, LLC	77/438348	4/2/2008	3,618,413	5/12/2009
LAMINART	U.S.	Lamin-Art, LLC	75/217231	12/22/1996	2,119,873	12/9/1997
LAMIN-ART	U.S.	Lamin-Art, LLC	71/689474	6/14/1955	0,627,562	5/29/1956
METAL-ART	U.S.	Lamin-Art, LLC	85/281371	3/30/2011	4354421	6/18/2013
Miscellaneous Design (The mark consists of a product sample card superimposed over inverted "L's".)	U.S.	Lamin-Art, LLC	75/363619	9/26/1997	2,205,537	11/24/1998
PEARLESCENCE	U.S.	Lamin-Art, LLC	73/678900	8/17/1987	1,490,188	5/31/1988
PEARLESCENCE COLLECTION	U.S.	Lamin-Art, LLC	73/671569	7/13/1987	1,529,712	3/14/1989
RIFT-GRAIN	U.S.	Lamin-Art, LLC	85/518230	1/17/2012	4,377,844	7/30/2013
TRU-GRAIN	U.S.	Lamin-Art, LLC	85/518201	1/17/2012	4548054	6/10/2014
Veneerart	U.S.	Lamin-Art, LLC	73/435232	7/18/1983	1,332,169	4/23/1985
VENEER-ART	U.S.	Lamin-Art, LLC	75/571728	10/16/1998	2,299,888	12/14/1999