

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Architectural Granite & Marble, LLC		02/28/2017	Limited Liability Company: DELAWARE
Pental Granite and Marble, LLC		02/28/2017	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4842252	METROQUARTZ	
Registration Number:	4175321	COUNTERS FOR A CAUSE	
Registration Number:	4364938	WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	
Serial Number:	87016098	PENTAL SURFACES	
Serial Number:	87975082	PENTAL SURFACES	
Registration Number:	4451890	PENTALQUARTZ	
Registration Number:	4373240	PQ	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1688		

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NAME OF SUBMITTER:	Scott Kareff (014951-1688)
SIGNATURE:	/kc for sk/
DATE SIGNED:	02/28/2017
Total Attachments: 3 source=Trademark Assignment for Security for Architectural Granite & Marble, LLC and 1 other#page1.tif source=Trademark Assignment for Security for Architectural Granite & Marble, LLC and 1 other#page2.tif source=Trademark Assignment for Security for Architectural Granite & Marble, LLC and 1 other#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Architectural Granite & Marble, LLC, a Delaware limited liability company, and Pental Granite and Marble, LLC, a Washington limited liability company (collectively, the "Assignors" and each, and "Assignor"), have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor has entered into a Guaranty and Collateral Agreement, dated February 28, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guaranty and Collateral Agreement"), in favor of Cerberus Business Finance, LLC, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Guaranty and Collateral Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and each Lender a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Guaranty and Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 28, 2017.

ARCHITECTURAL GRANITE & MARBLE, LLC

By: 
Name: Dan Lenahan
Title: Vice President

PENTAL GRANITE AND MARBLE, LLC

By: 
Name: Dan Lenahan
Title: Vice President

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks:

Entity Name	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Architectural Granite & Marble, LLC	USA	METROQUARTZ	4842252	6/24/14	10/27/15
Architectural Granite & Marble, LLC	USA	COUNTERS FOR A CAUSE	4175321	11/21/11	7/17/12
Architectural Granite & Marble, LLC	USA	WORLDWIDE SOURCES WORLD-CLASS SERVICE	4364938	7/17/08	7/9/13
Pental Granite and Marble, LLC	USA	PENTAL SURFACES	87/016,098	4/27/16	N/A
Pental Granite and Marble, LLC	USA	PENTAL SURFACES	87/975,082	4/27/16	N/A
Pental Granite and Marble, LLC	USA	PENTALQUARTZ	4451890	2/21/12	12/17/13
Pental Granite and Marble, LLC	USA	PQ and design	4373240	2/21/12	7/23/13