

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421885

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Duralee Fabrics, LLC | | 03/31/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | One Boston Place, 18th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02108 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4744782 | BAILEY & GRIFFIN | |
| Registration Number: | 2352059 | DF | |
| Registration Number: | 2350333 | DURALEE | |
| Registration Number: | 2990342 | DURALEE FURNITURE | |
| Registration Number: | 5043581 | GAETANO | |
| Registration Number: | 3293970 | H | |
| Registration Number: | 3317852 | HC HIGHLAND COURT | |
| Registration Number: | 2845378 | HIGHLAND COURT | |
| Registration Number: | 2321775 | SUBURBAN | |
| Registration Number: | 4866189 | DF | |
| Registration Number: | 4866202 | DURALEE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |

OP \$290.00 4744782

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne Arnold

SIGNATURE: /Joanne Arnold/

DATE SIGNED: 03/31/2017

Total Attachments: 8

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Duralee Fabrics, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s): March 31, 2017

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other: Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit B

B. Trademark Registration No.(s) See Attached Exhibit B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

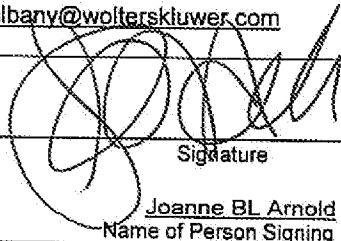
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:


Signature
Joanne BL Arnold
Name of Person Signing

March 31, 2017
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of March 31, 2017, is made by and between Duralee Fabrics, LLC, a Delaware limited liability company having a business location at 49 Wireless Blvd., Hauppauge, NY 11788 (the “Grantor”), and Wells Fargo Bank, National Association, a national banking association, (“Wells Fargo”) 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”), and having a business location at One Boston Place, 20th Floor, Boston, MA 02108.

Recitals

A. Grantor and Agent have entered into that certain Amended and Restated Credit and Security Agreement, dated as of March 31, 2017 (the “Credit Agreement”), by and among the Lenders, Agent, Wells Fargo and PNC Bank, National Association, a national banking association, as Co-Collateral Agents, Wells Fargo, as Sole Lead Arranger and Sole Book Runner, Décor Holdings, Inc., a Delaware corporation, Robert Allen Fabrics (Canada) Ltd., a corporation formed under the federal laws of Canada, The Robert Allen Group, Inc., a Delaware corporation (“RAG”), and Grantor (RAG and Grantor, jointly and severally, “Borrowers”), Parent, and the Guarantors party thereto.

B. As a condition to extending credit to or for the account of Borrowers, Agent has required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means (except to the extent constituting Excluded Collateral) all of Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means (except to the extent constituting Excluded Collateral) all of Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants Agent, for the benefit of each member of the Lender Group and each Bank Product Provider, a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of each member of the Lender Group and each Bank Product Provider, pursuant to the Credit Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent, the Lender Group, and the Bank Product Providers, with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and Security Interests granted herein.

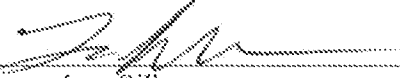
5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DURALEE FABRICS LLC

By 
Name: Lee Silberman
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006023 FRAME: 0206

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: *Jonathan Boynton*
Name: Jonathan Boynton
Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006023 FRAME: 0207

EXHIBIT A

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

| Country | Mark | Status | Application / Serial Number | Application date | Registration Number | Reg. Date |
|----------------|--------------------------|---------------|------------------------------------|-------------------------|----------------------------|------------------|
| US | BAILEY & GRIFFEN | Registered | 86/207,616 | 2/28/2014 | 4,744,782 | 5/26/2015 |
| US | DF Design | Registered | 75/782,001 | 8/23/1999 | 2,352,059 | 5/23/2000 |
| US | DURALEE | Registered | 75/782,018 | 5/23/1999 | 2,350,333 | 5/16/2000 |
| US | DURALEE FURNITURE | Registered | 78/256,822 | 6/2/2003 | 2,990,342 | 8/30/2005 |
| US | GAETANO | Registered | 86/473,598 | 12/8/2014 | 5,043,581 | 9/20/2016 |
| US | H (Stylized) | Registered | 78/901,267 | 6/6/2006 | 3,293,970 | 9/18/2007 |
| US | HC HIGHLAND COURT Design | Registered | 78/901,264 | 6/6/2006 | 3,317,852 | 10/23/2007 |
| US | HIGHLAND COURT | Registered | 76/208,107 | 2/9/2001 | 2,845,378 | 5/25/2004 |
| US | SUBURBAN | Registered | 75/668,104 | 3/24/1999 | 2,321,775 | 2/22/2000 |

| Country | Mark | Status | Application / Serial Number | Application date | Registration Number | Reg. Date |
|---------|--|------------|-----------------------------|------------------|---------------------|-----------|
| US | df (stylized) Design (for furniture) | Registered | 86/605,697 | 4/22/2015 | 4,866,189 | 12/8/2015 |
| US | DURALEE for Furniture | Registered | 86/606,087 | 4/22/2015 | 4,866,202 | 12/8/2015 |