

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Robert Allen Group, Inc.		03/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2855052	A BEAUTIFUL EXPERIENCE	
<b>Registration Number:</b>	2212828	AMETEX	
<b>Registration Number:</b>	1883145	BEACON HILL	
<b>Registration Number:</b>	1562237	BEACON HILL	
<b>Registration Number:</b>	352408	BEACON HILL COLLECTION	
<b>Registration Number:</b>	2294027	COLOR LIBRARY	
<b>Registration Number:</b>	2832361	COLORLOGIC	
<b>Registration Number:</b>	2835000	COLORLOGIC	
<b>Registration Number:</b>	2478809		
<b>Registration Number:</b>	2478808		
<b>Registration Number:</b>	2611048		
<b>Registration Number:</b>	2948234	ROBERT ALLEN	
<b>Registration Number:</b>	2282921	ROBERT ALLEN	
<b>Registration Number:</b>	3907228	ROBERT ALLEN	
<b>Registration Number:</b>	3908049	ROBERT ALLEN	
<b>Registration Number:</b>	3908188	ROBERT ALLEN	
<b>Registration Number:</b>	4678382	ROBERT ALLEN	
<b>Registration Number:</b>	3907185	ROBERT ALLEN CONTRACT	
<b>Registration Number:</b>	3940630	SUITE SOLUTIONS	

OP \$615.00 2855052

Property Type	Number	Word Mark
Registration Number:	4951845	YOUR SEARCH ENDS HERE
Registration Number:	2621910	ROBERT ALLEN
Registration Number:	2787918	ROBERT ALLEN @ HOME
Registration Number:	3907184	ROBERT ALLEN @ HOME
Registration Number:	2768627	ROBERT ALLEN @HOME

**CORRESPONDENCE DATA**

Fax Number: 8009144240  
*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: 800-713-0755  
Email: Michael.Violet@wolterskluwer.com  
Correspondent Name: Michael Violet  
Address Line 1: 4400 Easton Commons Way  
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: 10**

- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page1.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page2.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page3.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page4.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page5.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page6.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page7.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page8.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page9.tif
- source=3Amended and Restated Patent and Trademark Securiry Agreement (Robert Allen) Trademarks Submission\_V\_1#page10.tif

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):**

The Robert Allen Group, Inc.

- Individual(s)
- General Partnership
- Corporation
- 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, 18<sup>th</sup> 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: 24**

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

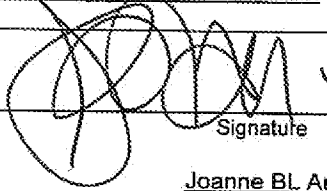
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**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

**AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Patent and Trademark Security Agreement (the "Agreement"), dated as of March 31, 2017, is made by and between The Robert Allen Group, Inc., a Delaware corporation 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 Wells Fargo, as lender, are parties to that certain Patent and Trademark Security Agreement dated April 19, 2012 (the "Original IP Agreement"), pursuant to which Grantor granted to Wells Fargo a security interest in the Patents and Trademarks (as described in the Original IP Agreement) in order to secure payment of the Obligations arising under that certain Credit and Security Agreement, dated as of April 19, 2012 (the "Existing Credit Agreement"), by and among Wells Fargo, Grantor, as borrower, Robert Allen Fabrics (Canada) Ltd., a corporation formed under the federal laws of Canada ("Canadian Guarantor"), and Décor Holdings, Inc., a Delaware corporation ("Parent").

B. Grantor, Wells Fargo, Canadian Guarantor, and Parent have entered into an amendment and restatement of the Existing Credit Agreement pursuant to the terms of 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, Parent, Canadian Guarantor, Duralee Fabrics, LLC, a Delaware limited liability company ("Duralee Fabrics"), and Grantor (Duralee Fabrics and Grantor, jointly and severally, "Borrowers"), Parent, and the Guarantors party thereto.

C. As a condition to amending and restating the Existing Credit Agreement and to continuing to extend 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 (and hereby confirms, reaffirms and restates the prior grant thereof as set forth in the Original IP Agreement) 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.

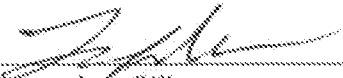
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

7. Amendment and Restatement. This Amended and Restated Patent and Trademark Security Agreement amends and restates in its entirety the Original IP Agreement. On and after the Closing Date, each reference in this Amended and Restated Patent and Trademark Security Agreement to “this Amended and Restated Trademark Security Agreement,” “hereunder,” “hereof” or words of like import shall mean and be a reference to this Amended and Restated Patent and Trademark Security Agreement in accordance with this Amended and Restated Patent and Trademark Security Agreement.

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

THE ROBERT ALLEN GROUP, INC.

By:   
Name: Lee Silberman  
Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

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



EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method and System for product selection	6,925,196	N/A

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE  
MEMBERSHIP MARKS

<b>Credit Party</b>	<b>Country</b>	<b>Application #</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>Status</b>
The Robert Allen Group, Inc.	United States	78/148037	7/26/2002	2855052	6/15/2004	?
The Robert Allen Group, Inc.	United States	75376253	20-Oct-97	2212828	22-Dec-98	Registered
The Robert Allen Group, Inc.	United States	74255389	13-Mar-92	1883145	7-Mar-95	Registered
The Robert Allen Group, Inc.	United States	73781789	21-Feb-89	1562237	24-Oct-89	Registered
The Robert Allen Group, Inc.	United States	71/394,088	15-Jun-37	352408	30-Nov-37	?
The Robert Allen Group, Inc.	United States	75426631	30-Jan-98	2294027	23-Nov-99	Registered
The Robert Allen Group, Inc.	United States	76125567	8-Sep-00	2832361	13-Apr-04	Registered
The Robert Allen Group, Inc.	United States	76315715	21-Sep-01	2835000	20-Apr-04	Registered
The Robert Allen Group, Inc.	United States	75471103	20-Apr-98	2478809	21-Aug-01	Registered

The Robert Allen Group, Inc.	United States	75471101	20-Apr-98	2478808	21-Aug-01	Registered
The Robert Allen Group, Inc.	United States	75310499	19-Jun-97	2611048	27-Aug-02	Registered
The Robert Allen Group, Inc.	United States	75871815	14-Dec-99	2948234	10-May-05	Registered
The Robert Allen Group, Inc.	United States	75471102	20-Apr-98	2282921	5-Oct-99	Registered
The Robert Allen Group, Inc.	United States	85041176	18-May-10	3907228	18-Jan-11	Registered
The Robert Allen Group, Inc.	United States	85061937	14-Jun-10	3908049	18-Jan-11	Registered
The Robert Allen Group, Inc.	United States	85100046	4-Aug-10	3908188	18-Jan-11	Registered
The Robert Allen Group, Inc.	United States	86303608	9-Jun-14	4678382	27-Jan-15	Registered
The Robert Allen Group, Inc.	United States	85034379	10-May-10	3907185	18-Jan-11	Registered
The Robert Allen Group, Inc.	United States	85099960	4-Aug-10	3940630	5-Apr-11	Registered
The Robert Allen Group, Inc.	United States	86187371	7-Feb-14	4951845	3-May-16	Registered
The Robert Allen Group, Inc.	United States	75981863	18-Jun-98	2621910	9/17/2002	Registered

The Robert Allen Group, Inc.	United States	76198940	24-Jan-01	2787918	12/2/2003	Registered
The Robert Allen Group, Inc.	United States	85034279	18-Jan-11	3907184	1/18/2011	Registered
The Robert Allen Group, Inc.	United States	76185992	22-Dec-00	2768627	9/30/2003	Registered