

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moss Holding Company		04/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	300 South Wacker Drive, Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4722254	PINK	
Registration Number:	4748811	CONSTRUCT	
Registration Number:	4539370	UNISTAND	
Registration Number:	4633056	CONSTRUCT 120	
Registration Number:	4584969	VISUAL IMPULSE	
Registration Number:	4498701	EZ N-LINE	
Registration Number:	4263258	EZ INTERACTIVE	
Registration Number:	4359827	PHOTO FABRIC	
Registration Number:	4365196	ECHOCON	
Registration Number:	3898631	EZ FABRIC WALL SYSTEM	
Registration Number:	3902520	MOSS	
Registration Number:	3161054	PHOTO FABRIC	
Registration Number:	3060039	ENTASI	
Registration Number:	1539372	MOSS	
Serial Number:	86205877		
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

CH \$390.00 4722254

TRADEMARK

Phone: 312-577-8438
Email: raquel.haleem@kattenlaw.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 04/17/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of April 17, 2017, by Moss Holding Company, a Delaware corporation (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of April 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 17, 2017, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

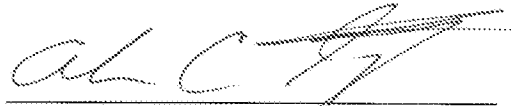
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MOSS HOLDING COMPANY

By: 
Name: Michael Struble
Title: Vice President and Secretary


Agreed and accepted as of
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations

Trademark Name	Registration Number	Registration Date	Application Number	Application Date
PINK	4722254	April 21, 2015	08/136,532	December 5, 2013
CONSTRUCT	4748811	June 2, 2015	86/106,143	October 30, 2013
	Silent	Silent	86/205,877	February 27, 2014
UNISTAND	4539370	May 27, 2014	85/856,645	February 21, 2013
CONSTRUCT 120	4633056	November 4, 2014	85/841,638	February 5, 2013
VISUAL IMPULSE	4584969	August 12, 2014	85/634,130	May 24, 2012
EZ N-LINE	4498701	March 18, 2014	85/616,372	May 3, 2012 (published April 9, 2013)
EZ INTERACTIVE	4263258	December 25, 2012	85/429,407	September 22, 2011 (published October 9, 2012)
PHOTO FABRIC	4359827	July 2, 2013	85/429,423	September 22, 2011 (published April 16, 2013)
ECHOCON	4365196	July 9, 2013	85/315,667	May 9, 2011 (published April 17, 2012)
	3898631	January 4, 2011	77/853,025	October 20, 2009 (published October 19, 2010)
MOSS	3902520	January 11, 2011	77/707,534	April 6, 2009 (published October 26, 2010)
PHOTO FABRIC	3161054	October 17, 2006	78/467,746	August 16, 2004
	3060039	February 21, 2006	78/463,147	August 6, 2004 (published November 29, 2005)
	1539372	May 16, 1989 (renewed May 16, 2009)	73/635,142	December 12, 1986 (published February 21, 1989)

<p>MOSS</p> <p>IC 020: Metal display systems used with and without fabric and other graphic elements; product display equipment</p> <p>IC 022: Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks and bags (not included in other classes); padding and stuffing materials (except for rubber or plastics); raw fibrous textile materials; tensioned fabric structures in the nature of displays; digitally printed textiles for displays used with and without display hardware.</p> <p>IC 035: Advertising services rental of product display equipment</p> <p>IC 040: Custom fabrication of product display equipment</p>	008191091	December 8, 2009	008191091	March 31, 2009
<p>MOSS</p> <p>IC 040: Custom fabrication of product display equipment, custom fabrication of tensioned fabric structures in the nature of displays, custom fabrication of digitally printed textiles for displays used with and without display hardware.</p>	7381198	October 21, 2010	7381198	May 8, 2009
<p>MOSS</p> <p>IC 022: Tents; coated fabric; flame-retardant fabric; plastic-coated fabric; tarpaulins; rubber-coated fabric</p>	7381197	October 28, 2010	7381197	May 8, 2009