

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARIAK INDUSTRIES, INC.		04/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4199141	LEVEL-CORRECT BRACKET	
Registration Number:	4099949	MAX-ROLL TUBE	
Registration Number:	4122614	NOVELLE	
Registration Number:	4099950	PLATINUM CLUTCH	
Registration Number:	4099948	SAFE GRIP SPLINE	
Registration Number:	4131704	URBAN NATURE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	(202) 265-1516		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Maryna Koberidze		
Address Line 1:	1025 Vermont Ave NW #1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169671		
NAME OF SUBMITTER:	JUSTIN HUNTE		
SIGNATURE:	/JUSTIN HUNTE/		
DATE SIGNED:	04/18/2017		

OP \$165.00 4199141

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2017, is made by and among each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A. (“JPMorgan”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and JPMorgan, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 30, 2016, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

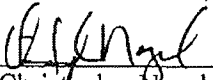
Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to JPMorgan, as Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by JPMorgan, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 4, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between JPMorgan, as ABL Agent, U.S. Bank National Association, as Notes Agent and Wilmington Trust, National Association, as Term Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

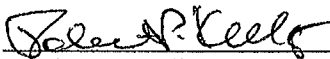
MARIAK INDUSTRIES, INC.

By: 
Name: Christopher Nagel
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as Agent

By: 
Name: Robert P. Kellas
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006037 FRAME: 0553

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Goods and Services	Registrant
LEVEL-CORRECT BRACKET	U.S. FEDERAL	4199141	08/28/2012	REGISTERED	(INT. CL. 6) METAL BRACKETS FOR RETAINING FASCIA BOARDS FOR WINDOW TREATMENTS	MARIAK INDUSTRIES, INC.
MAX-ROLL TUBE	U.S. FEDERAL	4099949	02/14/2012	REGISTERED	(INT. CL. 20) NON-METAL WINDOW ROLLER SHADE COMPONENTS, NAMELY, A TUBE FOR CONNECTING SHADE FABRICS	MARIAK INDUSTRIES, INC.
NOVELLE	U.S. FEDERAL	4122614	04/03/2012	REGISTERED	(INT. CL. 20) CELLULAR WINDOW SHADES AND BLINDS	MARIAK INDUSTRIES, INC.
PLATINUM CLUTCH	U.S. FEDERAL	4099950	02/14/2012	REGISTERED	(INT. CL. 20) NON-METAL WINDOW ROLLER SHADE COMPONENTS, NAMELY, A CLUTCH MECHANISM FOR RETRACTING AND RELEASING ROLLER SHADES	MARIAK INDUSTRIES, INC.
SAFE GRIP SPLINE	U.S. FEDERAL	4099948	02/14/2012	REGISTERED	(INT. CL. 19) NON-METAL WINDOW ROLLER SHADE COMPONENTS,	MARIAK INDUSTRIES, INC.

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Goods and Services	Registrant
					NAMELY, A CONNECTOR FOR SHADE FABRICS	
URBAN NATURE	U.S. FEDERAL	4131704	04/24/2012	REGISTERED	(INT. CL. 20) CELLULAR WINDOW SHADES AND BLINDS	MARIAK INDUSTRIES, INC.

2. TRADEMARK APPLICATIONS

None.