

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Congoleum Corporation		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86390423	TIMELESS BY CONGOLEUM	
Registration Number:	4905874	ARMORCORE	
Serial Number:	85933906	ZON	
Serial Number:	86249959	IMPACT	
Registration Number:	4523193	DURACERAMIC DIMENSIONS	
Serial Number:	87471574	TENET	
Serial Number:	87471528	CLEO	
Serial Number:	87471589	STUDIO C	
Registration Number:	2091734	FIVE-STAR	
Registration Number:	1755490	DIAMONDFLOR	
Registration Number:	1805395	SENSATION	
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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		

OP \$290.00 86390423

TRADEMARK

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	07/03/2017
Total Attachments: 16	
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AMENDMENT NO. 2 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 2 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of June 29, 2017, by and between CONGOLEUM CORPORATION, a Delaware corporation ("Borrower") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, Borrower has entered into financing arrangements with Lender pursuant to which Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Amended and Restated Loan and Security Agreement, dated as of July 10, 2010, by and between Borrower and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement);

WHEREAS, in connection with such financing arrangements, Borrower and Lender entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of July 1, 2010 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on July 16, 2010 at Reel/Frame 004244/0852, as amended by Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, dated as of March 8, 2013 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on March 8, 2013 at Reel/Frame 04977/0442 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Borrower has, among other things, granted to Lender a security interest in all present and future Trademarks and Trademark applications of Borrower, together with certain related assets, and has agreed to execute and deliver to Lender all agreements and documents as requested by Lender to evidence the security interests of Lender therein;

WHEREAS, Borrower has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Borrower and Lender now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Interpretation. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement.

2. Amendments to Trademark Security Agreement.

a. Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

b. All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

c. All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

3. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Lender set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Borrower hereby confirms, reaffirms and restates its prior grant to Lender, and hereby grants to Lender, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), a continuing security interest in and general lien upon, and hereby collaterally assigns and transfers to Lender the following: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A to the Trademark Security Agreement and Exhibit A hereto; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or any licenses with respect thereto.

4. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 2 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

CONGOLEUM CORPORATION

By: Chris O'Connor
Name: Chris O'Connor
Title: COO

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Steven Walfisch
Title: Authorized Signatory

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

CONGOLEUM CORPORATION

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION


By:  _____
Name: Steven Walfisch
Title: Authorized Signatory

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF ADDITIONAL TRADEMARKS AND ADDITIONAL TRADEMARK
APPLICATIONS

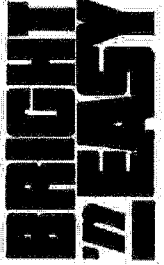
[SEE ATTACHED]

CONGOLEUM CORPORATION
Trademark Information

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Austria	CONGOLEUM Congoleum	24064/0479	27	Floor coverings of plastics, carpets, straw mats, mats, linoleum and other goods, which are used as floor coverings; wallpapers (except from fabric).	AM 1309/75	06/05/1975	80,805	09/15/1975	Registered
Bolivia	CONGOLEUM	24064/0486	20	Furniture, mirrors, picture frames; goods (not included in other classes) of woods, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics.			57801-A	05/10/1921	Registered

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	DURACERAMIC DIMENSIONS	24064/0864	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	1619261	03/21/2013			Allowed
Canada	AIRSTEP	24064/0804	N/A	In plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1351547	06/13/2007	739,984	05/13/2009	Registered
Canada	STAIN DEFENSE SYSTEM	24064/0831	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1449865	08/28/2009	788,034	01/19/2011	Registered

Canada	CONGOLEUM	24064/0445	N/A	<p>(1) plastic coverings of the solid surface, resilient type for surfaces such as floors, walls, countertops and the like in the form of rolls, rugs and tiles; cleaner for resilient surface coverings; wax, vinyl dressing and floor finish for resilient surface coverings; cements, pastes, adhesives and material for bonding juxtaped sheets for use in the installation of resilient surface coverings; and hand tools for use in the installation of plastic coverings for floors, walls, countertops and the like, sold as a kit. (2) Prepared floor covering and linoleum and oiled cloth. (3) Cements, pastes, adhesives and material for bonding juxtaped sheets for use in the installation of surface coverings. (4) Cleaner for resilient plastic surface coverings. (5) Vinyl dressing and wax for resilient plastic surface coverings. (6) Hand tools for use in the installation of plastic covering on floors, walls, countertops, and the like, sold as a kit.</p>	09/01/1981	286,252	12/30/1983	Registered
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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada		24064/0446	N/A	Wax, vinyl dressing and floor finish for resilient surface coverings, and cleaner for resilient surface coverings	474,844	09/01/1981	287,024	01/20/1984	Registered
Canada	FLOR-EVER	24064/0457	N/A	Composition floor and wall coverings, namely, yard goods by the roll, tiles, feature strips, cove bases, cove moldings, wall cap strips, wall corner strips; and adhesives for such floor and wall coverings, namely, paste, tile adhesives, and cove adhesives, and wall primer	220,877	08/14/1953	UCA 50428	08/14/1953	Registered
Canada	EASYSTIK	24064/0691	N/A	Tape-type paper with adhesive on it to use for the installation of flooring products.					Unfiled

TRADEMARK

REEL: 006097 FRAME: 0468

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	WHITE SHIELD	24064/0421	N/A	Felt underlays, partially impregnated with resinous compounds, for use in the installation of linoleum and other composition floor coverings surface	323,033	06/05/1969	168,641	04/03/1970	Registered
Canada	YOUR CHOICE	24064/0641	N/A	Plastic floor covering having a water resistant surface	765,750	10/07/1994	482,680	09/19/1997	Registered
Canada	TIMELESS BY CONGOLEUM	24064/0874	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1693397	09/11/2014			Allowed
Canada	ARMORCORE	24064/0876	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1693395	09/11/2014			Allowed

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	TIMELESS BY CONGOLEUM	24064/0873	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	86/390,423	09/10/2014			Allowed
United States of America	ARMORCORE	24064/0875	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	86/390,437	09/10/2014	4,905,874	02/23/2016	Registered
United States of America	ZON	24064/0868	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	85/933,906	05/16/2013	4,838,183	10/20/2015	Registered
United States of America	IMPACT	24064/0872	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	86/249,959	04/11/2014			Allowed

TRADEMARK
REEL: 006097 FRAME: 0470

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	DURACERAMIC DIMENSIONS	24064/0865	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	85/882,319	03/21/2013	4,523,193	04/29/2014	Registered
United States of America	TENET	24064/0879	27	Vinyl floor covering having a water resistant, smooth or embossed surface in rolls or tiles	87/471,574	06/01/2017			Pending
United States of America	CLEO	24064/0880	27	Vinyl floor covering having a water resistant, smooth or embossed surface in rolls or tiles	87/471,528	06/01/2017			Pending
United States of America	STUDIO C	24064/0878	35	Custom design services relating to flooring products surface.	87/471,589	06/01/2017			Pending

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	FIVE-STAR	24064/0644	36	Providing extended warranties on plastic floor coverings, commonly known as no-wax floor coverings, having a water resistant, smooth or embossed surface	74/645,242	03/13/1995	2,091,734	08/26/1997	Registered
United States of America	DIAMONDFLOR	24064/0021	27	Plastic covering having a water resistant smooth or embossed surface	74/172,230	05/31/1991	1,755,490	03/02/1993	Registered
United States of America	SENSATION	24064/0022	27	Plastic floor covering having a water resistant smooth or embossed surface.	74/315,643	09/21/1992	1,805,395	11/16/1993	Registered
Uruguay	CONGOLEUM	24064/0755	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	341.029	05/14/2002	341.029	12/16/2002	Registered

TRADEMARK

REEL: 006097 FRAME: 0472

Venezuela	CONGOLEUM	24064/0588	27	Linoleum or similar compositions to be used in floors, walls, and others as tables, office tables, and furniture.			F029436	03/15/1955	Registered
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