

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM449211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Galleher LLC (f/k/a Galleher Corporation)		10/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3293775	REWARD	
<b>Registration Number:</b>	3285931	RENAISSANCE COLLECTION	
<b>Registration Number:</b>	4530515	MONARCH PLANK	
<b>Registration Number:</b>	4449140	SEQUOIA CARPET	
<b>Registration Number:</b>	4657349	ASCENT	
<b>Registration Number:</b>	4522086	SEQUOIA CARPET	
<b>Registration Number:</b>	4732803	CONSTANTCOLOR	
<b>Registration Number:</b>	5196926	RIGID PLUS	
<b>Registration Number:</b>	5196927	RIGID PLUS PREMIUM	
<b>Serial Number:</b>	86893489	PACIFIC PRIDE PRODUCTS	
<b>Serial Number:</b>	87475115	REWARD GEMCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		

CH \$290.00 3293775

<b>Address Line 2:</b>	19th Floor
<b>Address Line 4:</b>	New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1752
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<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1752)
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<b>SIGNATURE:</b>	/kc for sk/
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<b>DATE SIGNED:</b>	10/31/2017
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**Total Attachments: 3**

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Galleher LLC (f/k/a Galleher Corporation), a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the collateral agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Collateral Agent"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral" in each case, for the avoidance of doubt, excluding any Excluded Asset (as defined in the Security Agreement) including, for clarity, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed by its officer thereunto duly authorized as of October 31, 2017.

GRANTOR:

GALLEHER LLC (f/k/a Galleher Corporation)

By: \_\_\_\_\_

Name: Jeffrey Hamar

Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006189 FRAME: 0801**

# SCHEDULE A TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

## Trademarks and Trademark Applications:

### TRADEMARKS

#### 1. Registered Trademarks

<b>Registered Trademarks owned by Galleher LLC</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
Reward	<u>Galleher LLC</u>	USA	3,293,775	09/18/07	Registered
Renaissance Collection	<u>Galleher LLC</u>	USA	3,285,931	08/28/07	Registered
Monarch Plank	<u>Galleher LLC</u>	USA	4,530,515	05/13/14	Registered
Sequoia Carpet	<u>Galleher LLC</u>	USA	4,449,140	12/10/13	Registered
Ascent	<u>Galleher LLC</u>	USA	4,657,349	12/16/14	Registered
Sequoia Carpet & Designs	<u>Galleher LLC</u>	USA	4,522,086	04/29/14	Registered
ConstantColor	<u>Galleher LLC</u>	USA	4,732,803	05/05/15	Registered
Rigid Plus	<u>Galleher LLC</u>	USA	5,196,926	05/02/17	Registered
Rigid Plus Premium	<u>Galleher LLC</u>	USA	5,196,927	05/02/17	Registered

#### 2. Trademark Applications

<b>Pending Trademarks Applications owned by Galleher LLC</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Status</b>
Pacific Pride Products	<u>Galleher LLC</u>	USA	86/893,489	02/01/2016	Published
Reward Gemcore	<u>Galleher LLC</u>	USA	87/475,115	06/05/2017	Pending