

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geo. Schofield Co., Inc.		12/28/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	4777 Sharon Road		
Internal Address:	4th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	banking institution: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87190981	STONE CENTER AND DESIGN	
Serial Number:	87190992	NSS AND DESIGN	
Serial Number:	87190967	SCHOFIELD STONE AND DESIGN	
CORRESPONDENCE DATA			
Fax Number:	6785532212		
<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:	678-553-2177		
Email:	collinsj@gtlaw.com		
Correspondent Name:	JoAnne Collins		
Address Line 1:	3333 Piedmont Road, NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	JoAnne Collins		
SIGNATURE:	/JoAnne Collins/		
DATE SIGNED:	12/29/2017		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2017 (this "Security Agreement"), is made by GEO. SCHOFIELD CO., INC., a New Jersey corporation (the "Grantor"), in favor of SUNTRUST BANK (together with its successors and permitted assigns, the "Lender") for itself and as agent for the other Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, GEO. SCHOFIELD CO., INC., a New Jersey corporation (the "Company"), CAMBRIDGE NATURAL STONE, INC., a New Jersey corporation ("Cambridge"), and CAROLINA STONE & SUPPLY, INC., a North Carolina corporation ("Carolina"; together with the Company and Cambridge, each, a "Borrower" and, collectively, "Borrowers"), and the Lender have entered into a Credit Agreement, dated as of December 28, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and any of their Subsidiaries party thereto have entered into the Guaranty and Security Agreement, dated as of December 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Lender for the benefit of the Secured Parties;

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Lender for the benefit of the Secured Parties, and grants to the Lender 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 (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Lender pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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.

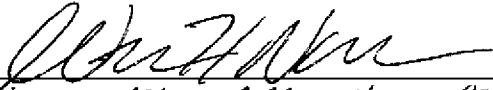
SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark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

SECTION 5. Counterparts. This 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 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 Georgia.

IN WITNESS WHEREOF, the 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.

GEO. SCHOFIELD CO., INC.

By: 
Name: WILLIAM H. NEWELL
Title: CEO

Acknowledged and Agreed to as of the date hereof:

LENDER:

SUNTRUST BANK

By: _____
Name:
Title:

[GEO. SCHOFIELD—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the 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.


GEO. SCHOFIELD CO., INC.

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

LENDER:

SUNTRUST BANK

By:  _____
Name: Jerra Fortner
Title: Director

[GEO. SCHOFIELD—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006239 FRAME: 0374

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

[Include registration number and date]

Trademark	Class	Registration / Application No. and Date	Owner	Status / Next Deadline
Stone Center and Design (with art)		87190981 (Serial Number)	Geo. Schofield Co., Inc.	
NSS and Design (with art)		87190992 (Serial Number)	Geo. Schofield Co., Inc.	
Schofield Stone and Design (with art)		87190967 (Serial Number)	Geo. Schofield Co., Inc.	

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.