

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Assignment for Security - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Architectural Granite & Marble, LLC		06/28/2018	Limited Liability Company: DELAWARE
Pental Granite and Marble, LLC		06/28/2018	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4842252	METROQUARTZ	
Registration Number:	4175321	COUNTERS FOR A CAUSE	
Registration Number:	4364938	WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	
Serial Number:	87016098	PENTAL SURFACES	
Registration Number:	5168559	PENTAL SURFACES	
Registration Number:	4451890	PENTALQUARTZ	
Registration Number:	4373240	PQ	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,cody.cravens@hklaw.com		
Correspondent Name:	Holland & Knight		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$190.00 4842252

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/02/2018
Total Attachments: 3 source=SIC_Amended_AmendedTrademarkSecurityAgreement#page1.tif source=SIC_Amended_AmendedTrademarkSecurityAgreement#page2.tif source=SIC_Amended_AmendedTrademarkSecurityAgreement#page3.tif	

AMENDED AND RESTATED ASSIGNMENT FOR SECURITY – TRADEMARKS

WHEREAS, each of ARCHITECTURAL GRANITE & MARBLE, LLC, a Delaware limited liability company (“AG&M”), and PENTAL GRANITE AND MARBLE, LLC, a Washington limited liability company (“Pental” together with AG&M, each an “Assignor”), 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, each Assignor has entered into the Amended and Restated Loan, Security and Guaranty Agreement, dated June 28, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Assignors, certain of Assignors’ Affiliates, and Bank of America, N.A., as the Lender (together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Loan Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and each Lender a continuing security interest in all right, title and interest of such Assignor 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”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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

This Amended and Restated Assignment for Security – Trademarks constitutes an amendment, modification, restatement and replacement, but not an extinguishment or novation, of that certain Assignment for Security – Trademarks, dated February 28, 2017, from Assignor in favor of Assignee (“Original Trademark Security Agreement”). This Agreement is not intended as, and shall not be construed as a satisfaction, release or impairment of the agreements and obligations of Assignors under the Original Trademark Security Agreement or any document executed therewith. Assignor hereby agrees that, with respect to matters relating to the period prior to the date hereof, all provisions of the Original Trademark Security Agreement are hereby ratified and confirmed and shall continue in full force and effect, as amended and restated by this Amended and Restated Assignment for Security – Trademarks.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 28, 2018.

ARCHITECTURAL GRANITE & MARBLE, LLC

By: Architectural Surfaces Group, LLC
its Sole Member

By: SIC Intermediate, Inc.
its Sole Member

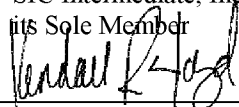
By: 
Name: Kendall R. Hoyd
Title: Chief Financial Officer

PENTAL GRANITE AND MARBLE, LLC

By: Architectural Granite & Marble, LLC
its Sole Member

By: Architectural Surfaces Group, LLC
its Sole Member

By: SIC Intermediate, Inc.
its Sole Member

By: 
Name: Kendall R. Hoyd
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademark	Number	Date	Assignor
METROQUARTZ	4842252	10/27/15	Architectural Granite & Marble, LLC
COUNTERS FOR A CAUSE	4175321	7/17/12	Architectural Granite & Marble, LLC
WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	4364938	7/9/13	Architectural Granite & Marble, LLC
PENTAL SURFACES	87/016,098	4/27/16	Pental Granite and Marble, LLC
PENTAL SURFACES	5168559	4/27/16	Pental Granite and Marble, LLC
PENTAL QUARTZ	4451890	12/17/13	Pental Granite and Marble, LLC
PQ and design	4373240	7/23/13	Pental Granite and Marble, LLC

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