

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDC Interior Solutions, LLC		08/31/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4898172	IGNITE YOUR THINKING	
Registration Number:	4918915	FUZE	
Registration Number:	4805291	FUZE DRY ERASE PAINT	
Registration Number:	4805259	FUZE	
Registration Number:	3683192	MDC	
Registration Number:	3679208	MDC	
Registration Number:	1126259	MDC	
Serial Number:	87544091	MDC	
Serial Number:	87544178	MDC	
Serial Number:	87544215	MDC	
Serial Number:	87544299	MDC	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$290.00 4898172

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/31/2018
Total Attachments: 5 source=6. EX antares epko trademark security agreement#page1.tif source=6. EX antares epko trademark security agreement#page2.tif source=6. EX antares epko trademark security agreement#page3.tif source=6. EX antares epko trademark security agreement#page4.tif source=6. EX antares epko trademark security agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2018, is made by MDC Interior Solutions, LLC, an Illinois limited liability company (f/k/a EPKO Industries, Inc., an Illinois corporation, the “Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

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

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith 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, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 Borrowers thereunder, the Grantor hereby agree with Agent 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 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 the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable 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. 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 their Trademarks and IP Licenses subject to a security interest hereunder to the extent required under the Loan Documents.

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. Delivery of an executed signature page to this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

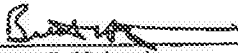
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

MDC INTERIOR SOLUTIONS, LLC, as Grantor

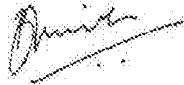
By: 
Name: Brett C. Habstritt
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 006438 FRAME: 0532

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 
Name: Bhoumik Rokadia
Title: Duly Authorized Signatory

SCHEDULE 1¹

Trademarks:

	Mark:	Registrant/Owner:	Registration No./ Serial No.:	Registration Date:
1.	IGNITE YOUR THINKING	EPKO Industries, Inc.	4898172	2/9/16
2.	FUZE	EPKO Industries, Inc.	4918915	3/15/2016
3.	FUXE DRY ERASE PAINT	EPKO Industries, Inc.	4805291	9/1/2015
4.	FUZE	EPKO Industries, Inc.	4805259	9/1/2015
5.	MDC	EPKO Industries, Inc.	3683192	9/15/2009
6.	MDC	EPKO Industries, Inc.	3679208	9/8/2009
7.	MDC	EPKO Industries, Inc.	1126259	10/23/1979

Trademark Applications:

	Mark:	Registrant/Owner:	Application No.:	Application Date:
8.	MDC	EPKO Industries, Inc.	87544091	7/26/2017
9.	MDC	EPKO Industries, Inc.	87544178	7/26/2017
10.	MDC	EPKO Industries, Inc.	87544215	7/26/2017
11.	MDC	EPKO Industries, Inc.	87544299	7/26/2017

¹ All Trademarks to be assigned to MDC Interior Solutions, LLC via trademark assignment filed with the United States Patent and Trademark Office on or about the date hereof.