

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVA WILDCAT AMEROCK, LLC		10/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
Internal Address:	c/o Monroe Capital LLC, Attention: Amerock Portfolio Manager		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	0865598	A	
Registration Number:	0523800	A	
Registration Number:	3577900	ALLISON	
Registration Number:	2126739	ALLISON	
Registration Number:	0864115	AMEROCK	
Registration Number:	3934841	AMEROCK	
Registration Number:	3640207	ARRONDI	
Registration Number:	3901121	BLACKROCK	
Registration Number:	3640213	CLARENDON	
Registration Number:	4118858	CONRAD	
Registration Number:	2997945	MATRIX	
Registration Number:	2902046	MATRIX	
Registration Number:	3803536	SAYBROOK	
CORRESPONDENCE DATA			
Fax Number:	8046982179		
<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>			
TRADEMARK			

OP \$340.00 0865598

Phone: 804 775 1675
Email: edavenport@mcguirewoods.com
Correspondent Name: Emily S. Voorheis, McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 2: Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219-3916

ATTORNEY DOCKET NUMBER: 2058659-0045

NAME OF SUBMITTER: Emily S. Voorheis

SIGNATURE: /Emily S. Voorheis/

DATE SIGNED: 10/12/2018

Total Attachments: 9

source=Amerock - Trademark Security Agreement EXECUTED (002)#page1.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page2.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page3.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page4.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page5.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page6.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page7.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page8.tif
source=Amerock - Trademark Security Agreement EXECUTED (002)#page9.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders holding Bank Product Obligations (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of October 12, 2018, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.

Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document, will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court for the Southern District of New York, but nothing in this Agreement will be deemed or operate to preclude Administrative Agent from bringing suit or taking other legal action in any other jurisdiction. Each Grantor hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York for the purpose of any such litigation as set forth above. Each Grantor further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Grantor hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

Each Grantor and Administrative Agent hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, any other Loan Document, and any amendment, instrument, document, or agreement delivered or which might in the future be delivered in connection with this Agreement or therewith or arising from any lending relationship existing in connection with any of the foregoing, and agrees that any such action or proceeding will be tried before a court and not before a jury.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Administrative Agent.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

NOVA WILDCAT AMEROCK, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: John Sanchez
Title: Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____
Name: Matthew R. Lane
Title: Managing Director

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 006455 FRAME: 0662

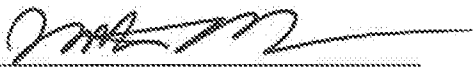
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

NOVA WILDCAT AMEROCK, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Matthew R. Lane
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Owner: NOVA WILDCAT AMEROCK, LLC

COUNTRY	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
A			
UNITED STATES	21 Mar 1968 72/293,770	04 Mar 1969 865,598	REGISTERED 013, 023
A & Circle Design - No. 2 (White Circle)			
CHINA	28 May 1998 1179693	28 May 1998 1179643	REGISTERED 6
UNITED STATES	12 Apr 1948 71/554,347	11 Apr 1950 523,800	REGISTERED 006
A (and Design)			
CANADA	19 Oct 1977 416623	26 Jan 1979 TMA231650	REGISTERED 01
ACCENTS			
CANADA	20 Feb 1990 651367	29 Jan 1993 TMA407345	REGISTERED 1
ALLISION			
CHINA	07 Dec 2009 5927403	07 Dec 2009 5927403	REGISTERED 20
ALLISON			
CANADA	28 Nov 1996 830306	15 Oct 1997 TMA484096	REGISTERED 1
CHINA	07 Dec 2009 5927404	07 Dec 2009 5927404	REGISTERED 006, 19, 20
MEXICO	27 Nov 1996 280857	24 Jun 1998 578971	REGISTERED 6
UNITED STATES	23 Jun 2005 78/656,940	17 Feb 2009 3,577,900	REGISTERED 006, 020, 021
UNITED STATES	01 Jul 1996 75/128,135	06 Jan 1998 2,126,739	REGISTERED 006, 019, 020
AMEROCK			
CANADA	12 Feb 1941 0178966	12 Feb 1941 UCA15329	REGISTERED 1, 2
EUROPEAN UNION (EUTM & RCD)	09 May 2006 005065776	26 Apr 2007 005065776	REGISTERED 006
MEXICO	19 Nov 2009	25 Oct 2010	REGISTERED

COUNTRY	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
	1185957	1048904	006
MEXICO	19 Nov 2009 1048904	08 Mar 2011 1205643	REGISTERED
MEXICO	19 Nov 2009 1048903	09 Nov 2010 1188295	REGISTERED 8
MEXICO	19 Nov 2009 1048906	18 Mar 2011 1207359	REGISTERED 21
UNITED STATES	23 Feb 1968 72/291,657	28 Jan 1969 864115	REGISTERED 013, 023, 025
TAIWAN	67010399	01 Jan 1979 109140	REGISTERED 076
TAIWAN	30 Nov 1988 67010400	01 Dec 1978 108028	REGISTERED 93
AMEROCK (and Design)			
UNITED STATES	30 Jul 2008 77/534,924	22 Mar 2011 3,934,841	REGISTERED 006, 020, 021
ICO	27 Nov 1996 280858	28 Apr 2000 651562	REGISTERED
AMEROCK LOGO (Design No. 2-BW)			
CANADA	1434902	19 Jul 2011 TMA802369	REGISTERED 01
CHINA	5997628	07 Jan 2010 5997628	REGISTERED 6
CHINA	5997627	14 Dec 2009 5997627	REGISTERED 20
CHINA	5997626	21 Dec 2009 5997626	REGISTERED 21
AMEROCK LOGO (DESIGN No.2-BW)			
CHINA	1179644	28 May 1998 1179644	REGISTERED 006
VENEZUELA	0004649-97	18 Jun 1999 P-212210	REGISTERED
ANDROCK (and Design)			
CANADA	13 Aug 1985 547539	08 Jun 1990 TMA369155	REGISTERED 1
ARRONDI			
UNITED STATES	07 Mar 2007 77/124,836	16 Jun 2009 3,640,207	REGISTERED 006, 021

COUNTRY	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
BLACKROCK			
UNITED STATES	27 Oct 2008 77/601,351	04 Jan 2011 3,901,121	REGISTERED 006
CLARENDON			
UNITED STATES	14 Mar 2007 77/131,073	16 Jun 2009 3,640,213	REGISTERED 006, 021
CARRIONE			
UNITED STATES	31 May 2018 87943083	Pending Pending	Pending Pending
COLONNADE			
CANADA	416627	26 Jan 1979 TMA231654	REGISTERED 01, 02
CONRAD			
CANADA	1400741	11 Jan 2012 TMA815321	REGISTERED 01
UNITED STATES	20 Jun 2008 77/504,065	27 Mar 2012 4,118,858	REGISTERED 006
DECORATOR SERIES			
CANADA	17 Mar 1995 778233	25 Oct 1996 TMA465206	REGISTERED 1
DESERT OAK			
MEXICO	22 Mar 1995 227617	27 Oct 1995 508336	REGISTERED 021
EXPRESSIONS			
MEXICO	16 Jan 1995 221717	28 Feb 1997 543490	REGISTERED 006
GALLERIA			
CHINA	5927402	07 Nov 2009 5927402	REGISTERED 006
HERITAGE BRASS			
CANADA	11 Jun 1997 846254	15 Feb 1999 TMA508085	REGISTERED 01
INSPIRATIONS			
CANADA	18 Aug 2008 887969	22 Nov 1999 TMA519652	REGISTERED 01
MATRIX			
CANADA	25 Feb 2003 1169159	31 Mar 2006 TMA661928	REGISTERED 01
UNITED STATES	29 Jul 2004 78/458,570	20 Sep 2005 2,997,945	REGISTERED 006
MATRIX (and Design)			
CANADA	26 Feb 2003 1169285	24 Mar 2006 TMA661454	REGISTERED 01
UNITED STATES	21 Oct 2002 76/461,019	09 Nov 2004 2,902,046	REGISTERED 006
NATURAL ELEGANCE			
MEXICO	16 May 1995 231986	30 Aug 1996 530082	REGISTERED 006

COUNTRY	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
NATURE'S SPLENDOR			
CANADA	29 Oct 2002 1157286	16 Jan 2006 TMA656655	REGISTERED 01
PREMIER			
MEXICO	13 Feb 1995 224357	17 Apr 1995 487407	REGISTERED 20
RUSTIC FINISHES			
CANADA	775213	26 Sep 2000 TMA533429	REGISTERED 01
MEXICO	20 Feb 1995 224986	05 Jun 1995 493675	REGISTERED 6
SAYBROOK			
UNITED STATES	07 Mar 2007 77/124,854	15 Jun 2010 3,803,536	REGISTERED 006, 021
SMALL CHANGE BIG IMPACT			
CANADA	14 Jan 2005 1243583	18 Aug 2008 TMA721160	REGISTERED 1, 2, 3, 4
SPEC-1			
MEXICO	27 Feb 1995 225636	25 Apr 1995 489081	REGISTERED 20
SWIRLZ			
CANADA	28 Aug 1998 887968	08 Dec 1999 TMA520403	REGISTERED 005
SYSTEM 2000			
MEXICO	06 Jan 1995 221715	28 Jul 1997 553425	REGISTERED 6
TRUE ELEGANCE			
MEXICO	16 May 1995 231987	13 Jun 1995 494540	REGISTERED 6
TWIST & FIT			
CANADA	16 Sep 2003 1190734	25 Sep 2006 TMA673,247	REGISTERED 020
VARIETY IS THE STYLE OF LIFE			
CANADA	14 Jan 2005 1243584	18 Aug 2008 TMA721158	REGISTERED 01, 02, 03, 04
YOUR STYLE PARTNER SINCE 1929			
CANADA	01 Apr 2009 1433223	19 Mar 2015 TMA899151	REGISTERED 01