

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
L. J. Smith, Inc.		11/01/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	pnc bank, national association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5094699	L. J. SMITH STAIR SYSTEMS	
<b>Registration Number:</b>	2674958	RAILPRO	
<b>Registration Number:</b>	2639309	RAIL PRO	
<b>Registration Number:</b>	2000655	L.J. SMITH STAIR SYSTEMS	
<b>Registration Number:</b>	1999084	L. J. SMITH STAIR SYSTEMS	
<b>Registration Number:</b>	1832042	ACCUSTAIR	
<b>Registration Number:</b>	1815426	CONNECT-A-KIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-18185		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$190.00 5094699

**DATE SIGNED:**

11/01/2018

**Total Attachments: 11**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 1<sup>st</sup> day of November, 2018, by L.J. SMITH, INC., an Ohio corporation (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), among Grantor, BW EMPIRE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), NACS USA INC., a Delaware corporation (“NACS”), FLETCHER WOOD SOLUTIONS, INC., a Delaware corporation (“Fletcher”), COMANCHE INVESTMENTS, LLC, a Delaware limited liability company (“Comanche”), FAIRFIELD ROAD, LLC, a North Carolina limited liability company (“Fairfield”), SOUTHWEST MOULDING CREATIVE WOOD PRODUCTS, LP, a Texas limited partnership (“Southwest Wood”), SOUTHWEST MOULDING CO., LP, a Texas limited partnership (“Southwest Moulding”), SOUTHWEST MOULDING TRUCKING CO., LP, a Texas limited partnership (“Southwest Trucking”), NOVO BUILDING PRODUCTS, LLC, a North Carolina limited liability company (“Novo LLC”), ORNAMENTAL PRODUCTS, LLC, a North Carolina limited liability company (“Ornamental Products”), ORNAMENTAL MOULDINGS, LLC, a Delaware limited liability company (“Ornamental Mouldings”), THE EMPIRE COMPANY, LLC, a Michigan limited liability company (“Empire”), ORNAMENTAL MOULDINGS COMPANY, a Nova Scotia unlimited liability company (“Ornamental Mouldings Company”), and THE EMPIRE CANADA COMPANY LTD., an Ontario corporation (“Empire CN”, and together with Grantor, Holdings, NACS, Fletcher, Comanche, Fairfield, Southwest Wood, Southwest Moulding, Southwest Trucking, Novo LLC, Ornamental Products, Ornamental Mouldings, Empire, Ornamental Mouldings Company and each other Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter

created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, such Grantor has not granted any Liens on any of its IP Collateral to any other Person.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor’s obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent’s continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

*[signature page follows]*

Each of the parties has signed this Agreement as of the day and year first above written.

L.J. SMITH, INC.

By:

A handwritten signature in black ink, appearing to read "Charles Miller", written over a horizontal line.

Charles Miller  
Secretary

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006473 FRAME: 0441**

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

Grantor	Copyright	Registration Number
L. J. SMITH, INC.	Seven reasons that L. J. Smith stair systems means big bucks to you!	VA0000561398
L. J. SMITH, INC.	Accustair computerized take-off.	PA0000729757
L. J. SMITH, INC.	Baluster centerline tool instructions.	VA0000561410
L. J. SMITH, INC.	Bending rail instructions.	VA0000561372
L. J. SMITH, INC.	Challis Stairways, Inc. brochure / By Challis Stairways, Inc.	V2859P008-009
L. J. SMITH, INC.	Challis Stair Parts : form no. S-0293 CHADSL.	VA0000583144
L. J. SMITH, INC.	Challis Stair Parts : form no. S-0293 CHALLIS.	VA0000583145
L. J. SMITH, INC.	Challis stair parts : no. LJ-0194, CHPRIC.	VA0000644931
L. J. SMITH, INC.	Climbing volute installation instructions : LJ-0294, CVINST.	VA0000644937
L. J. SMITH, INC.	The colonial series.	VA0000561414
L. J. SMITH, INC.	The Conect-A-Kit advantage.	VA0000644932
L. J. SMITH, INC.	Conect-A-Kit assembly instructions : LJ-0194-CAKINST.	VA0000644933
L. J. SMITH, INC.	Exterior rail and porch systems : no. M-0893, exterior.	VA0000644930
L. J. SMITH, INC.	False tread installation.	VA0000561373
L. J. SMITH, INC.	False tread kit installation instructions : no. LJ-0194-	VA0000645965

Grantor	Copyright	Registration Number
	FTKIT.	
L. J. SMITH, INC.	Handrail fitting installation instructions.	VA0000561375
L. J. SMITH, INC.	Have you been looking for the answer to your sales problems with stairparts?	VA0000561412
L. J. SMITH, INC.	Instructions for determining utility newel height under volutes, turnouts, starting easings with cap or climbing volutes : no. LJ-0194-NWLINST.	VA0000645966
L. J. SMITH, INC.	Kurver kit video.	PA0000612135
L. J. SMITH, INC.	L.J. Smith balustrade installation guide.	VA0000561397
L. J. SMITH, INC.	L.J. Smith circular and spiral stair systems.	VA0000561401
L. J. SMITH, INC.	L.J. Smith code compliance, turning the 4" sphere rule into profits!	VA0000561406
L. J. SMITH, INC.	L.J. Smith Construction techniques.	VA0000561416
L. J. SMITH, INC.	L.J. Smith Custom stair division.	VA0000561419
L. J. SMITH, INC.	L.J. Smith displays.	VA0000561376
L. J. SMITH, INC.	L.J. Smith, How to layout a circular staircase.	VA0000561421
L. J. SMITH, INC.	L.J. Smith, Inc., 34"-38" code compliance.	VA0000561415
L. J. SMITH, INC.	L.J. Smith, Inc. Installation guide, spiral staircase.	VA0000561418
L. J. SMITH, INC.	L.J. Smith metal spiral stair systems.	VA0000561409
L. J. SMITH, INC.	L.J. Smith metal spiral stair systems installation guide.	VA0000561408
L. J. SMITH, INC.	L.J. Smith presents a wooden pre-assembled adjustable	VA0000561433



Grantor	Copyright	Registration Number
	railing system.	
L. J. SMITH, INC.	L.J. Smith Quality hardwood circular stairs installation guide.	VA0000561420
L. J. SMITH, INC.	L.J. Smith Quality hardwood stair systems.	VA0000561431
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems and primed balusters price list : effective January 3, 1994.	VA0000664979
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems cherry price list effective Jan. 1, 1990.	VA0000561403
L. J. SMITH, INC.	L.J. Smith quality hardwood stair systems, price list effective February 24, 1992.	VA0000561405
L. J. SMITH, INC.	L.J. Smith Quality hemlock stair systems.	VA0000561428
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems: form no. LJ0394HEMCAT.	VA0000664677
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems price list effective February 24, 1992.	VA0000561404
L. J. SMITH, INC.	L.J. Smith quality hemlock stair systems price list: effective January 3, 1994.	VA0000664978
L. J. SMITH, INC.	L. J. Smith stair systems.	VA0001382262
L. J. SMITH, INC.	L.J. Smith stair systems.	VA0000649267
L. J. SMITH, INC.	L.J. Smith stair systems (clip-art collection)	VA0000561378
L. J. SMITH, INC.	L.J. Smith stair systems newel mounting kit : no. S-3004.	VA0000561400
L. J. SMITH, INC.	L.J. Smith stair systems newel mounting plate : no. S-3006.	VA0000561399

Grantor	Copyright	Registration Number
L. J. SMITH, INC.	L.J. Smith stair systems primed balusters price list, effective February 24, 1992.	VA0000561402
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing.	VA0000561427
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing (clip-art)	VA0000561423
L. J. SMITH, INC.	L.J. Smith Stair systems RailPro adjustable railing preassembled, easy and quick installation, labor saving.	VA0000561426
L. J. SMITH, INC.	L.J. Smith stair systems, use and care statement.0	TX0004148730
L. J. SMITH, INC.	An L.J. Smith stairway adds lasting beauty and value to your home.	VA0000655743
L. J. SMITH, INC.	L.J. Smith stairway installation tools and hardware.	VA0000581186
L. J. SMITH, INC.	[Logo ad slick] : no. S-0194, logos.	VA0000644935
L. J. SMITH, INC.	Morgan stair systems list prices.	TX0003559087
L. J. SMITH, INC.	Morgan stairways.	VA0000561377
L. J. SMITH, INC.	Morgan Stairways.	VA0000561430
L. J. SMITH, INC.	Morgan stairways.	VA0000570328
L. J. SMITH, INC.	Morgan stairways.	VA0000570329
L. J. SMITH, INC.	Morgan Stairways : form no. M-0592.	VA0000583207
L. J. SMITH, INC.	New line take-off floor plans.	VA0000645753
L. J. SMITH, INC.	"One step at a time" stair system installation guide.	VA0000561432
L. J. SMITH, INC.	A plan for distinctive design.	PA0000658976
L. J. SMITH, INC.	Predrilled exterior balustrade	VA0000644936

Grantor	Copyright	Registration Number
	installation instructions.	
L. J. SMITH, INC.	Procurve component parts circular stair system.	VA0000581185
L. J. SMITH, INC.	Product line refinement : no. LJ-1193, PLR.	VA0000644929
L. J. SMITH, INC.	Quality hardwood stair systems : no. LJ-0194, LJSYST.	VA0000644939
L. J. SMITH, INC.	Quotation comparison checklist for circular staircases.	TX0003528775
L. J. SMITH, INC.	Rail Easy, Morgan Stairways.	VA0000561434
L. J. SMITH, INC.	Rail Easy stair system.	VA0000561413
L. J. SMITH, INC.	RailPro adjustable railing featuring full adjustability.	VA0000561424
L. J. SMITH, INC.	RailPro assembly and installation guide.	VA0000561422
L. J. SMITH, INC.	RailPro assembly and installation video.	PA0000612134
L. J. SMITH, INC.	RailPro price list.	TX0003559086
L. J. SMITH, INC.	RailPro retail dealer stocking display.	TX0003528776
L. J. SMITH, INC.	Replace it yourself with the new L. J. Smith RailPro all wood adjustable railing system.	VA0000561425
L. J. SMITH, INC.	Selling RailPro.	PA0000658807
L. J. SMITH, INC.	Selling stair systems.	PA0000612136
L. J. SMITH, INC.	Selling up to L. J. Smith stair systems.	VA0000561374
L. J. SMITH, INC.	Stair parts conversion chart.	TX0003517225
L. J. SMITH, INC.	Stairway installation improvements.	PA0000715101

<b>Grantor</b>	<b>Copyright</b>	<b>Registration Number</b>
L. J. SMITH, INC.	Stairway installation tools & hardware.	PA0000715167
L. J. SMITH, INC.	Stairway installer information : no. LJ-0294, PLRFLYR.	VA0000645964
L. J. SMITH, INC.	Stairway manual : installation guide for stairs : no. M-0593, STAIRGD.	VA0000644938
L. J. SMITH, INC.	Starting step installation instructions : no. S-0194-SSINST.	VA0000644934
L. J. SMITH, INC.	Stepping up with L. J. Smith stair systems.	VA0000664980
L. J. SMITH, INC.	Stepping up with L. J. Smith stair systems.	VA0000561429
L. J. SMITH, INC.	Take off checklist, sample floor plans.	VA0000561407
L. J. SMITH, INC.	Takeoff checklist over the post system.	TX0003528777
L. J. SMITH, INC.	Transition fittings.	VA0000561417
L. J. SMITH, INC.	Use and care statement / from L. J. Smith.	TX0003517226
L. J. SMITH, INC.	Your materials list.	VA0000561411

## II. Patents and Patent Applications

<b>Grantor</b>	<b>Title</b>	<b>Registration Number</b>
L. J. SMITH, INC.	Baluster Driving Tool	7,281,310
L. J. SMITH, INC.	Newell System and Installation	8,973,314
L. J. SMITH, INC.	Three-Sided Box Newell	D735,362

## III. Trademarks and Trademark Applications

<b>Grantor</b>	<b>Mark</b>	<b>Serial/ Registration Number</b>
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS plus design (for girders, rods, rails)	Reg. No. 5,094,699

L. J. SMITH, INC.	RAILPRO	Reg. No. 2,674,958
L. J. SMITH, INC.	RAIL PRO plus design	Reg. No. 2,639,309
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS and designs (for elevators, escalators and staircases)	Reg. No. 2,000,655
L. J. SMITH, INC.	L.J. SMITH STAIR SYSTEMS (interior hardwood stairway parts etc	Reg. No. 1,999,084
L. J. SMITH, INC.	ACCUSTAIR	Reg. No. 1,832,042
L. J. SMITH, INC.	CONECT-A-KIT	Reg. No. 1,815,426