OP \$415.00 2435175

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L. J. Smith, Inc.		11/01/2018	Corporation: OHIO
The Empire Company, LLC		11/01/2018	Limited Liability Company: MICHIGAN
Ornamental Products, LLC		11/01/2018	Limited Liability Company: NORTH CAROLINA
Ornamental Mouldings, LLC		11/01/2018	Limited Liability Company: DELAWARE
Ornamental Mouldings Company		11/01/2018	Company: CANADA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2435175	ORNAMENTAL
Registration Number:	4426585	FINDIT
Registration Number:	4065682	CREATIVE STAIR PARTS
Registration Number:	2816574	THE GALLERY COLLECTION
Registration Number:	2414144	EMPIRE
Registration Number:	1521831	E EMPIRE
Registration Number:	4748892	KAMO PANEL
Registration Number:	4785356	ARTISE & WRIGHT
Registration Number:	1815926	EASITRIM
Registration Number:	5094699	L. J. SMITH STAIR SYSTEMS
Registration Number:	2674958	RAILPRO
Registration Number:	2639309	RAIL PRO
Registration Number:	2000655	L.J. SMITH STAIR SYSTEMS
		TRADEMARK

900472428 REEL: 006473 FRAME: 0500

Property Type	Number	Word Mark
Registration Number:	1999084	L. J. SMITH STAIR SYSTEMS
Registration Number:	1832042	ACCUSTAIR
Registration Number:	1815426	CONECT-A-KIT

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-18185
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	11/01/2018

Total Attachments: 18

source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page1.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page2.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page3.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page4.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page5.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page6.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page7.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page8.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page9.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page10.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page11.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page12.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page13.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page14.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page15.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page16.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page17.tif source=Term Loan - Executed IP Security Agreement (PNC-Novo)#page18.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of this 1st day of November, 2018, by ORNAMENTAL PRODUCTS, LLC, a North Carolina limited liability company ("<u>Ornamental Products</u>"), ORNAMENTAL MOULDINGS, LLC, a Delaware limited liability company ("<u>Ornamental Mouldings</u>"), L. J. SMITH, INC., an Ohio corporation ("<u>L. J. Smith</u>") THE EMPIRE COMPANY, LLC, a Michigan limited liability company ("<u>Empire</u>"), and ORNAMENTAL MOULDINGS COMPANY, a Nova Scotia unlimited liability company ("<u>Ornamental Mouldings Company</u>", and together with Ornamental Products, Ornamental Mouldings and Empire, collectively the "<u>Grantors</u>" and each a "<u>Grantor</u>"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Term Loan 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 Grantors, 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"), and THE EMPIRE CANADA COMPANY LTD., an Ontario corporation ("Empire CN", and together with the Grantors, Holdings, NACS, Fletcher, Comanche, Fairfield, Southwest Wood, Southwest Moulding, Southwest Trucking, Novo LLC 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, each 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT AND REAFFIRMATION OF SECURITY INTEREST</u>. To secure the payment and performance of the Obligations under the Credit Agreement, each 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 such 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 such 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 such 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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), 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 such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. 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 any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.
- 4. <u>CREDIT AGREEMENT</u>. 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. Each 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. <u>REPRESENTATIONS</u>, <u>WARRANTIES AND AGREEMENTS</u>. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) <u>Schedule 1</u> 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect,

-2.-

invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

- 7. <u>GOVERNING LAW</u>. 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. <u>COUNTERPARTS</u>. 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. <u>CONSTRUCTION</u>. 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.
- 10. <u>INTERCREDITOR AGREEMENT</u>. Without limiting the generality of any provisions of the Intercreditor Agreement, the parties hereto acknowledge and agree that the provisions of this Agreement shall be subject to, and the rights of Agent and Lenders with respect to the IP Collateral provided for hereunder shall be exercised only in accordance with, the terms and conditions of the Intercreditor Agreement.

[signature page follows]

-3-

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

ORNAMENTAL PRODUCTS, LLC

By:

Charles Miller Secretary

ORNAMENTAL MOULDINGS, LLC

By:

Charles Miller Secretary

THE EMPIRE COMPANY, LLC

By:

Charles Miller Secretary

ORNAMENTAL MOULDINGS COMPANY

By:

Charles Miller Secretary

L. J. SMITH, INC.

By:

Charles Miller Secretary

SCHEDULE 1

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Basket weave corbels (Visual Material)	VA0001236578
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Braid corbels (Visual Material)	VA0001236579
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3015	VA0001290320
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3017	VA0001290323
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3019	VA0001292273
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3022	VA0001292272
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3023	VA0001292274
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3036	VA0001387757
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3036	VA0001387758
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY,	IM-3038	VA0001387759

[Intellectual Property Security Agreement] Schedule 1 – Page 1

Grantors	Copyright	Registration Number
LLC AND ORNAMENTAL MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-5109	VA0001387755
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7005	VA0001290319
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-44	VA0001290322
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-45	VA0001290321
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-46	VA0001290328
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-47	VA0001290327
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-48	VA0001290329
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-49	VA0001290326
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-50	VA0001290325
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-51	VA0001290324

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA74	VA0001387762
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA75	VA0001387756
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA76	VA0001387764
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA77	VA0001387763
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA78	VA0001387761
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA79	VA0001387760
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Leaf & berry corbels	VA0001236576
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3000	VA0001266902
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3001	VA0001266921
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3002	VA0001266916
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-3003	VA0001266932

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3004	VA0001266918
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3005	VA0001266949
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3009	VA0001266901
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3010	VA0001266913
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3011	VA0001266917
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3012	VA0001266900
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3013	VA0001266922
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3014	VA0001266939
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3016	VA0001266906
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3020	VA0001266941

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3024	VA0001266920
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3025	VA0001266919
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-3026	VA0001266905
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7000	VA0001266946
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7001	VA0001266947
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7003	VA0001266914
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-7010	VA0001266945
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-28	VA0001266935
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-29	VA0001266927
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-30	VA0001266903
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	IM-CA-31	VA0001266928

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-32	VA0001266912
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-33	VA0001266933
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-37	VA0001266911
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-38	VA0001266934
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-39	VA0001266929
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-40	VA0001266904
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-41	VA0001266936
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-42	VA0001266937
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-43	VA0001266907
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-56	VA0001266940

Grantors	Copyright	Registration Number
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-57	VA0001266930
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-58	VA0001266948
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-59	VA0001266943
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-60	VA0001266944
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-61	VA0001266931
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-62	VA0001266938
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	IM-CA-63	VA0001266942
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-197	VA0001266926
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-257	VA0001266924
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-258	VA0001266910
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL	PR-MU-OP-259	VA0001266909

Grantors	Copyright	Registration Number
MOULDINGS, LLC		
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-260	VA0001266908
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-261	VA0001266923
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-262	VA0001266925
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	PR-MU-OP-263	VA0001266915
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Partnership for Profits	TX0004167235
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings, A Detail that Makes the Difference: (advertising material) text	TX0002725101
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings: The Classic Elegance of Wood (text)	TX0002805298
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Architectural Wood Mouldings: The Complete Selection of Classic Wood Mouldings (Visual Material)	TX0002718251
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	No. 706 (Visual Material)	VA0000288661
ORNAMENTAL PRODUCTS, LLC, EMPIRE COMPANY, LLC AND ORNAMENTAL MOULDINGS, LLC	Solid Wood Architectural Casings (text)	TX0002785744

Grantors	Copyright Rep	gistration 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.	Chalis 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-FTKIT.	VA0000645965
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

Grantors		gistration Number
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 railing system.	VA0000561433
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

Grantors		gistration Number
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
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

Grantors	Copyright	Registration Number
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 installation instructions.	VA0000644936
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

Grantors	Copyright	Registration Number
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
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

Grantor	Title	Registration Number
ORNAMENTAL PRODUCTS, LLC	Modular Storage and Organization System for Existing Cabinets	13644482
ORNAMENTAL PRODUCTS,	Width-Adjustable Storage Module for	14132552
LLC	Cabinets	
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

[Intellectual Property Security Agreement] Schedule 1 – Page 13

III. <u>Trademarks and Trademark Applications</u>

Grantor	Mark	Serial/
ODNAMENTAL MOULDINGS LLC		Registration Number
ORNAMENTAL MOULDINGS, LLC	rnamental	2435175
THE EMPIRE COMPANY, LLC	Findit	4426585
THE EMPIRE COMPANY, LLC	Crestive Stair Parts	4065682
THE EMPIRE COMPANY, LLC	THE GALLERY COLLECTION	2816574
THE EMPIRE COMPANY, LLC	EMPIRE	2414144
THE EMPIRE COMPANY, LLC	EMPIRE	1521831
THE EMPIRE COMPANY, LLC		4748892
THE EMPIRE COMPANY, LLC	ARTISE & WRIGHT	4785356
ORNAMENTAL MOULDINGS COMPANY	EASITRIM	1815926
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

[Intellectual Property Security Agreement] Schedule 1 – Page 14

RECORDED: 11/01/2018