

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GYFORD DECOR, LLC		11/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	214 NORTH TRYON STREET		
Internal Address:	27TH FLOOR		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5462852	BLOX	
Registration Number:	4831863	GYFORD BLOX	
Registration Number:	4776329	BLOX	
Registration Number:	4596171	GYFORD STANDOFF SYSTEMS	
Registration Number:	4596172	GYFORD STANDOFF SYSTEMS	
Registration Number:	3886110	BRING YOUR DESIGNS TO LIFE	
Registration Number:	3671904		
Registration Number:	3675414	GYFORD STANDOFF SYSTEMS	
Registration Number:	3675415	GYFORD STAND OFF SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A LATHROP		

CH \$240.00 5462852

Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	60048.006
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/12/2018
Total Attachments: 4 source=Rowmark 2L Gyford Trademark Security Agreement#page1.tif source=Rowmark 2L Gyford Trademark Security Agreement#page2.tif source=Rowmark 2L Gyford Trademark Security Agreement#page3.tif source=Rowmark 2L Gyford Trademark Security Agreement#page4.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by the entity listed on the signature page hereof as a "Grantor" (the "Grantor"), in favor of U.S. Bank National Association ("US Bank"), as the administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 26, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WCI - EXT Purchaser, Inc., a Delaware corporation (the "Initial Borrower") and, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the "Borrower"), EXT Acquisitions, Inc., a Delaware corporation (the "Company"), and, as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and US Bank, as the Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of June 26, 2018, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); 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 and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative 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, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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, including, without limitation, those Trademarks 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

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 the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. 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 of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Section 7. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantor, promptly execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

GYFORD DECOR, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Duane Jebbett
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, as the Administrative Agent

By: 
Name: Prital K. Patel
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Grantor
BLOX	87571383	8/16/17	5462852	5/8/18	Gyford Decor, LLC
GYFORD BLOX	86560403	3/11/15	4831863	10/13/15	Gyford Decor, LLC
BLOX	86454669	11/14/14	4776329	7/21/15	Gyford Decor, LLC
GYFORD STANDOFF SYSTEMS	86150073	12/20/13	4596171	9/2/14	Gyford Decor, LLC
GYFORD STANDOFF SYSTEMS	86150101	12/20/13	4596172	9/2/14	Gyford Decor, LLC
BRING YOUR DESIGNS TO LIFE	85018592	4/20/10	3886110	12/7/10	Gyford Decor, LLC
<i>Design Only</i>	77543707	8/11/08	3671904	8/25/09	Gyford Decor, LLC
GYFORD STANDOFF SYSTEMS	77543775	8/11/08	3675414	9/1/09	Gyford Decor, LLC
GYFORD STAND OFF SYSTEMS	77544077	8/11/08	3675415	9/1/09	Gyford Decor, LLC

2. TRADEMARK APPLICATIONS

None.