

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIAN SUMMER CARPET MILLS, INC.		11/30/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	REGIONS BANK		
Street Address:	1180 West Peachtree St. NW, Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Alabama Bank: ALABAMA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3005989	FAMILY FRIENDLY	
Registration Number:	4581387	SOSOFTNYLON	
Registration Number:	4778073	SOFT SOLUTIONS	
Registration Number:	5252243	OFFICE SOLUTIONS	
Serial Number:	87817556	AUTHENTIC TILE	
Serial Number:	87817598	AUTHENTIC PLANK	
Registration Number:	2772463	SD-XTRA	
Registration Number:	2277997	NORTHSTAR	
CORRESPONDENCE DATA			
Fax Number:	6785532413		
<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:	678-553-2283		
Email:	stonel@gtlaw.com		
Correspondent Name:	Lorrin Stone		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Lorrin Stone		

CH \$215.00 3005989

SIGNATURE:	/Lorrin Stone/
DATE SIGNED:	01/04/2019
Total Attachments: 4 source=04. CHEROKEE - TRADEMARK SECURITY AGREEMENT#page1.tif source=04. CHEROKEE - TRADEMARK SECURITY AGREEMENT#page2.tif source=04. CHEROKEE - TRADEMARK SECURITY AGREEMENT#page3.tif source=04. CHEROKEE - TRADEMARK SECURITY AGREEMENT#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 30, 2018, is made by INDIAN SUMMER CARPET MILLS, INC., a Georgia corporation ("Grantor"), in favor of REGIONS BANK, an Alabama bank (together with its successors and assigns "Lender").

Recitals

Grantor, Grantor's affiliates from time to time party thereto as Borrowers (together with Grantor, each, a "Borrower" and, collectively, "Borrowers"), and Lender are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Grantor granted Lender a security interest in all or substantially all of its assets.

Grantor has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Trademarks (defined below).

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2 of this Agreement.

"Trademarks" means all of Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A; provided that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of the Security Interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Applicable Law.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark

registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Grantor's Use of the Trademarks. Grantor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4. Remedies. While an Event of Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

5. Miscellaneous. Lender shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

[Continued on following page.]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

INDIAN SUMMER CARPET MILLS, INC.

By: 

Name: Randall J. Hatch

Title: Chief Executive Officer and President

[CHEROKEE—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006516 FRAME: 0919

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Owned Trademarks

All Registrations are in United States Patent Office

Status	Trademark	Registration/Serial Number	Classification
Live	Family Friendly	3005989	Carpet
Live	Sosoft Nylon	4581387	Nylon Carpet
Live	Soft Solutions	4778073	Carpet
Dead	Home Solutions	Serial Number 86491509	Carpet
Live	Office/Solutions	5252243	Carpet, Carpet for Commercial Spaces
Live	Authentic Tile	Serial Number 87817556	Vinyl Tiles
Live	Authentic Plank	Serial Number 87817598	Vinyl Tiles
Dead (Abandoned)	Real Grout	Serial Number 87766857	Vinyl Flooring
Dead	Buckskin Premier Backing System Cherokee Carpet Industries	2561532	Polyurethane Backing for Carpet
Live	SD-XTRA	2772463	Solution Dyed Carpet
Dead	Family Friendly Carpet	Serial Number 76361423	Carpet
Dead	Buckskin Plus	2628145	Polyurethane Backing for Carpet
Dead	Polyflec	2285133	Fiber for Tufted Carpet
Live	Northstar	2277997	Tufted Carpet