

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York Wallcoverings, Inc.		02/05/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Dr, 36th FL		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	5623419	CULTURE CLUB	
Registration Number:	5606083	RM	
Registration Number:	5606082	RM	
Registration Number:	5376013	STICKSHADES	
Registration Number:	5330767	STYLEMAKERS SINCE 1895	
Registration Number:	5318860	LINDEN AVE	
Registration Number:	5318859	LINDENAVE	
Registration Number:	5188394	750 HOME	
Registration Number:	5100232	YORK WALLCOVERINGS	
Registration Number:	4770303	STICKTILES	
Registration Number:	4895498	ROOMMATES	
Registration Number:	4757643	ROOMMATES	
Registration Number:	4527250	PEEL AND STICK WALL GRAPHIX	
Registration Number:	4444839	INSPIRED BY COLOR	
Registration Number:	3044943	CAREY LIND	
Registration Number:	3023244	RONALD REDDING	
Registration Number:	3958536	J. CHESTERFIELD STUDIO	
Registration Number:	3894804	ANTONINA VELLA	
Registration Number:	3905397	THREE SISTERS STUDIO	

OP \$740.00 5623419

Property Type	Number	Word Mark
Registration Number:	2789608	WHITE HERON
Registration Number:	2789602	SURESTRIP
Registration Number:	2886928	THE CARLISLE COMPANY
Registration Number:	2703094	RISKY BUSINESS
Registration Number:	2163986	ASHFORD HOUSE
Registration Number:	2294669	PARK PLACE
Registration Number:	1882326	ROOMMATES
Registration Number:	1838707	YORK
Registration Number:	1799483	GINGER TREE
Registration Number:	1584832	MONOGRAM

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.045

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 02/05/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2019, is by YORK WALLCOVERINGS, INC., a Pennsylvania corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans, and the Issuing Lenders have agreed to issue Letters of Credit, for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security 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 Collateral Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, 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 (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

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

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark License or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE 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 SUCH STATE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

7. Incorporation by Reference. The terms and provisions of Section 8.17 of the Collateral Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[signature page follows]

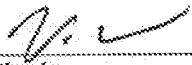
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

YORK WALLCOVERINGS, INC., a Pennsylvania corporation

By: Scott J. Rubino
Name: Scott J. Rubino
Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Vishal Sheth
Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Application No.	Registration No.	Registration Date	Owner
USA	CULTURE CLUB	87401645	5623419	12/04/18	York Wallcoverings, Inc.
USA	RM	87845638	5606083	11/13/18	York Wallcoverings, Inc.
USA	RM	87845634	5606082	11/13/18	York Wallcoverings, Inc.
USA	STICKSHADES	87006081	5376013	01/09/18	York Wallcoverings, Inc.
USA	STYLEMAKERS SINCE 1895	87120278	5330767	11/07/17	York Wallcoverings, Inc.
USA	LINDEN AVE	87975784	5318860	10/24/17	York Wallcoverings, Inc.
USA	LINDENAVE	87975783	5318859	10/24/17	York Wallcoverings, Inc.
USA	750 HOME	87082974	5188394	04/18/17	York Wallcoverings, Inc.
USA	YORK WALLCOVERINGS	87023240	5100232	12/13/16	York Wallcoverings, Inc.
USA	STICKTILES	86353240	4770303	07/07/15	York Wallcoverings, Inc.
USA	ROOMMATES	86679319	4895498	02/02/16	York Wallcoverings, Inc.
USA	ROOMMATES	86375780	4757643	06/16/15	York Wallcoverings, Inc.
USA	PEEL AND STICK WALL GRAPHIX	85951437	4527250	05/06/14	York Wallcoverings, Inc.
USA	INSPIRED BY COLOR	85707544	4444839	12/03/13	York Wallcoverings, Inc.

USA	CAREY LIND	78428884	3044943	01/17/06	York Wallcoverings, Inc.
USA	RONALD REDDING	78428878	3023244	12/06/05	York Wallcoverings, Inc.
USA	J. CHESTERFIELD STUDIO	77783331	3958536	05/10/11	York Wallcoverings, Inc.
USA	ANTONINA VELLA	77783336	3894804	12/21/10	York Wallcoverings, Inc.
USA	THREE SISTERS STUDIO	77842583	3905397	01/11/11	York Wallcoverings, Inc.
USA	WHITE HERON	76413342	2789608	12/02/03	York Wallcoverings, Inc.
USA	SURESTRIP	76411663	2789602	12/02/03	York Wallcoverings, Inc.
USA	THE CARLISLE COMPANY	76243637	2886928	09/21/04	York Wallcoverings, Inc.
USA	RISKY BUSINESS	76243179	2703094	04/01/03	York Wallcoverings, Inc.
USA	ASHFORD HOUSE	75295617	2163986	06/09/98	York Wallcoverings, Inc.
USA	PARK PLACE	75348576	2294669	11/23/99	York Wallcoverings, Inc.
USA	ROOMMATES	74425446	1882326	03/07/95	York Wallcoverings, Inc.
USA	YORK	74355682	1838707	06/07/94	York Wallcoverings, Inc.
USA	GINGER TREE	74367067	1799483	10/19/93	York Wallcoverings, Inc.
USA	MONOGRAM	73820347	1584832	02/27/90	York Wallcoverings, Inc.

TRADEMARK LICENSES

None.