

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACPRODUCTS, INC.		02/15/2019	Corporation: DELAWARE
SMART, LLC		02/15/2019	Limited Liability Company: INDIANA
ELKAY WOOD PRODUCTS COMPANY		02/15/2019	Corporation: PENNSYLVANIA
MASTER WOODCRAFT CABINETRY, L.L.C.		02/15/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: ENGLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4731472	ADVANTA
Registration Number:	4743029	ADVANTA CABINETS
Registration Number:	4743028	ADVANTA CABINETS
Registration Number:	5261555	STUDIO FULL ACCESS
Registration Number:	1567967	CUSHION TEC
Registration Number:	4744678	ACPI
Registration Number:	4860341	ECHELON CABINETRY
Registration Number:	5498775	SERENADE
Registration Number:	4241158	SMART C A B I N E T R Y
Registration Number:	3830129	SMART CABINETRY
Registration Number:	4221695	
Registration Number:	3759122	MASTER WOODCRAFT CABINETRY LLC
Registration Number:	3759123	MASTER WOODCRAFT CABINETRY LLC

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Property Type	Number	Word Mark
Registration Number:	3678045	AMERICAN CABINETRY COLLECTION
Registration Number:	2978411	DESIGNCRAFT
Registration Number:	3975900	INNERMOST
Registration Number:	3959895	INNERMOST
Registration Number:	1169329	MASTERCRAFT
Registration Number:	3497208	MASTERCRAFT CABINETS
Registration Number:	1964983	MEDALLION
Registration Number:	4113106	
Registration Number:	2337353	SCHULER
Registration Number:	1171289	YORKTOWNE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 22804.00008

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 02/25/2019

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below) pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Barclays Bank PLC, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of February 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among ACProducts, Inc., ACProducts Parent, Inc., the lenders from time to time party thereto and Barclays Bank PLC, as administrative agent and collateral agent, and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of February 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among Barclays Bank PLC, as First Lien Collateral Agent, Barclays Bank PLC, as Initial Second Lien Representative, ACProducts Parent, Inc., ACProducts, Inc. and the other Grantors party thereto from time to time. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of February 15, 2019, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Barclays Bank PLC, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ACPRODUCTS, INC., a Delaware corporation, and ACPRODUCTS PARENT, INC., a Delaware corporation, have entered into the Second Lien Credit Agreement, dated as of February 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto and BARCLAYS BANK PLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of February 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement

obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

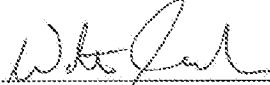
(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

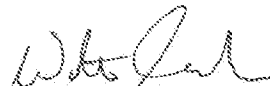
ACPRODUCTS, INC.

By: 
Name: Walter Cisowski
Title: Chief Financial Officer, Treasurer and Secretary

SMART, LLC

By: 
Name: Walter Cisowski
Title: Vice President

ELKAY WOOD PRODUCTS COMPANY

By: 
Name: Walter Cisowski
Title: Treasurer and Secretary

MASTER WOODCRAFT CABINETRY, L.L.C.

By: _____
Name: Mark Trexler
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ACPRODUCTS, INC.

By: _____
Name: Walter Cisowski
Title: Chief Financial Officer, Treasurer and Secretary

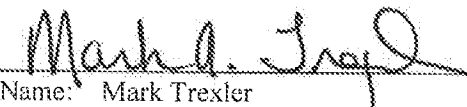
SMART, LLC

By: _____
Name: Walter Cisowski
Title: Vice President

ELKAY WOOD PRODUCTS COMPANY

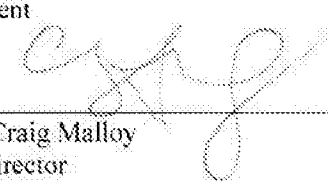
By: _____
Name: Walter Cisowski
Title: Treasurer and Secretary

MASTER WOODCRAFT CABINETRY, L.L.C.

By:  _____
Name: Mark Trexler
Title: President and Chief Executive Officer

BARCLAYS BANK PLC,
as Collateral Agent







By:




Name: Craig Malloy
Title: Director

[Signature Page to IP Security Agreement (Second Lien)]

Schedule B – Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Filing Date</u>
ACProducts, Inc.	ADVANTA	Registration Number: 4731472	Registration Date: 5/5/15
ACProducts, Inc.		Registration Number: 4743029	Registration Date: 5/26/15
ACProducts, Inc.	ADVANTA CABINETS	Registration Number: 4743028	Registration Date: 5/26/15
ACProducts, Inc.	STUDIO FULL ACCESS	Registration Number: 5261555	Registration Date: 8/8/17
ACProducts, Inc.	CUSHION TEC	Registration Number: 1567967	Registration Date: 11/28/89
ACProducts, Inc.	ACPI	Registration Number: 4744678	Registration Date: 5/26/15
ACProducts, Inc.	ECHELON CABINETRY	Registration Number: 4860341	Registration Date: 11/24/15
ACProducts, Inc.	SERENADE	Registration Number: 5498775	Registration Date: 6/19/18
Smart, LLC		Registration Number: 4241158	Registration Date: 11/13/12
Smart, LLC	SMART CABINETRY	Registration Number: 3830129	Registration Date: 8/10/10
Smart, LLC		Registration Number: 4221695	Registration Date: 10/9/12
Master WoodCraft Cabinetry, L.L.C.		Registration Number: 3759122	Registration Date: 3/9/10
Master WoodCraft Cabinetry, L.L.C.		Registration Number: 3759123	Registration Date: 3/9/10
Elkay Wood Products Company	AMERICAN CABINETRY COLLECTION	Registration Number: 3678045	Registration Date: 9/1/09
Elkay Wood Products Company	DESIGNCRAFT	Registration Number: 2978411	Registration Date: 7/26/05
Elkay Wood Products Company	INNERMOST	Registration Number: 3975900	Registration Date: 7/7/11
Elkay Wood Products Company	InnerMøst	Registration Number: 3959895	Registration Date: 5/10/11
Elkay Wood Products Company	MASTERCRAFT	Registration Number: 1169329	Registration Date: 9/15/81
Elkay Wood Products Company		Registration Number: 3497208	Registration Date: 9/2/08
Elkay Wood Products Company	MEDALLION	Registration Number: 1964983	Registration Date: 4/2/96

<u>Company</u>	<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Filing Date</u>
Elkay Wood Products Company		Registration Number: 4113106	Registration Date: 3/13/12
Elkay Wood Products Company	SCHULER	Registration Number: 2337353	Registration Date: 4/4/00
Elkay Wood Products Company	YORKTOWNE	Registration Number: 1171289	Registration Date: 9/29/81