

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519043

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walker & Zanger, Inc.		05/18/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Bank, N.A.		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5219478	KNIT	
<b>Registration Number:</b>	5205918	SKETCHBOOK	
<b>Registration Number:</b>	4819244	TILT	
<b>Registration Number:</b>	4819242	STERLING ROW	
<b>Registration Number:</b>	4833000	DUQUESA	
<b>Registration Number:</b>	4598598	TANGENT	
<b>Registration Number:</b>	4470138	WALKER ZANGER	
<b>Registration Number:</b>	4502588	JET SET	
<b>Registration Number:</b>	4434668	WEAVE STIX	
<b>Registration Number:</b>	3252297	MANTRA	
<b>Registration Number:</b>	3188720	WALKER ZANGER	
<b>Registration Number:</b>	3166241	PARADIGM	
<b>Registration Number:</b>	3440638	PAVIA ANTICO	
<b>Registration Number:</b>	3725145	WATERFALL	
<b>Registration Number:</b>	3725144	TATAMI	
<b>Registration Number:</b>	3725143	SONJA	
<b>Registration Number:</b>	3725142	SKYLINE	
<b>Registration Number:</b>	3725140	PASHA	
<b>Registration Number:</b>	3820350	HELSINKI	

OP \$965.00 5219478

Property Type	Number	Word Mark
Registration Number:	3647091	VIBE
Registration Number:	3372380	GRAMERCY PARK
Registration Number:	2842228	IMPERIUM
Registration Number:	2809810	MAISON FRANCAISE
Registration Number:	2783387	PAVIA ANTICO
Registration Number:	2782867	ROKU GLASS
Registration Number:	2723661	COTE D' OR
Registration Number:	2682961	WALKER ZANGER
Registration Number:	2831239	TRIBECA
Registration Number:	2947198	CERAMICA ALHAMBRA
Registration Number:	2680352	OPUS ANTICATO
Registration Number:	2668559	SHABUI
Registration Number:	2904473	RAVEN HILL FORGE
Registration Number:	2531550	YOUR LIFE'S TILE RESOURCE
Registration Number:	2222404	WALKER & ZANGER
Registration Number:	1923672	BEAUVIGNY
Registration Number:	1938175	PORTO BEIGE
Registration Number:	4833001	VILLA D'ORO
Registration Number:	3866308	STUDIO MODERNE

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,cody.cravens@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	04/15/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 18, 2018, by WALKER & ZANGER, INC., a New York corporation (the "Grantor"), in favor of CIT BANK, N.A. ("CIT"), as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of the date hereof by and among Grantor (together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), MUSTANG STONE QUARRIES, LLC, an Oklahoma limited liability company ("Mustang"), WZCA HOLDINGS, INC., a Delaware corporation ("WZCA"), the financial institutions party to thereto from time to time (the "Lenders"), and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent has agreed to make the Loan for the benefit of Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST. To secure the Obligations, Grantor hereby grants to Agent for the benefit of the Lenders, a security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):

(a) all of such Grantor's patents, of any class or type, including utility patents, utility models, design patents, invention certificates, reexaminations, reissues, extensions, and renewals, (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(b) all applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, continuing prosecution applications, and improvements for, or related to, any Patents;

(c) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform

resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(d) all of such Grantor's copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, all registrations and recordings thereof, all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, all reissues, extensions, continuations, and renewals thereof and amendments thereto, income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, rights corresponding thereto throughout the world and rights to sue for past, present, and future infringements thereof (collectively, "Copyrights") and licenses for any of the foregoing ("Copyright Licenses"), including those referred to on Schedule I hereto;

(e) all extensions or renewals of the foregoing; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any (i) Patent or any Patent licensed exclusively under any Patent License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such exclusive Patent License, (ii) Trademark or Trademark License or injury to the goodwill associated with any Trademark or Trademark License or (iii) Copyright or Copyright License or injury to the goodwill associated with any Copyright or Copyright License.

Notwithstanding anything herein to the contrary, in no event shall the security interest in and Lien granted under Section 2 attach to, nor shall "IP Collateral" include any of the Excluded Collateral, including, without limitation, any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office but only until such statement is accepted by the United States Patent and Trademark Office.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, pursuant to the Loan Agreement. 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

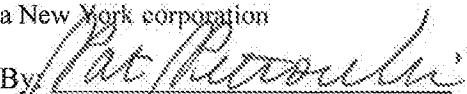
5. GOVERNING LAW, CONSENT TO FORUM, AND WAIVERS BY BORROWERS. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO FORUM, AND WAIVERS BY OBLIGORS SET FORTH IN SECTIONS 14.14, 14.15 AND 14.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTOR:

**WALKER & ZANGER, INC.,**  
a New York corporation

By: 

Name: Pat Petrocelli

Title: Executive Vice President and Chief  
Operating Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#56323176

**TRADEMARK**  
**REEL: 006618 FRAME: 0371**

Accepted and acknowledged by:

**AGENT:**

**CIT BANK, N.A.,**  
as Agent

By: 

Name: Anthony Masci  
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#56323176

**TRADEMARK**  
**REEL: 006618 FRAME: 0372**



**SCHEDULE I**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents**

None.

**U.S. Trademarks**

<b>Owner Name</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Mark</b>
Walker & Zanger, Inc.	5219478	86929889	KNIT
Walker & Zanger, Inc.	5205918	86929846	Sketchbook
Walker & Zanger, Inc.	4819244	86331553	Tilt
Walker & Zanger, Inc.	4819242	86331537	Sterling Row
Walker & Zanger, Inc.	4833001	86331418	Villa D' Oro
Walker & Zanger, Inc.	4833000	86331374	Duquesa
Walker & Zanger, Inc.	4598598	86002561	Tangent
Walker & Zanger, Inc.	4470138	85950821	Walker Zanger
Walker & Zanger, Inc.	4502588	85755202	Jet Set
Walker & Zanger, Inc.	4434668	85591298	Weave Stix
Walker & Zanger, Inc.	3252297	78510268	Mantra
Walker & Zanger, Inc.	3188720	78554531	Walker Zanger
Walker & Zanger, Inc.	3166241	78510269	Paradigm
Walker & Zanger, Inc.	3440638	78779874	Pavia Antico
Walker & Zanger, Inc.	3866308	77628938	Studio Moderne
Walker & Zanger, Inc.	3725145	77737486	Waterfall
Walker & Zanger, Inc.	3725144	77737474	Tatami
Walker & Zanger, Inc.	3725143	77737466	Sonja

Inc.			
Walker & Zanger, Inc.	3725142	77737452	Skyline
Walker & Zanger, Inc.	3725140	77737405	Pasha
Walker & Zanger, Inc.	3820350	77737324	Helsinki
Walker & Zanger, Inc.	3647091	77628948	Vibe
Walker & Zanger, Inc.	3372380	77184127	Gramercy Park
Walker & Zanger, Inc.	2842228	76389452	Imperium
Walker & Zanger, Inc.	2809810	76389450	Maison Francaise
Walker & Zanger, Inc.	2783387	76388561	Pavia Antico
Walker & Zanger, Inc.	2782867	76388505	Roku Glass
Walker & Zanger, Inc.	2723661	76388071	Cote D' Or
Walker & Zanger, Inc.	2682961	76343643	Walker Zanger
Walker & Zanger, Inc.	2831239	76339829	Tribeca
Walker & Zanger, Inc.	2947198	76338944	Ceramica Alhambra
Walker & Zanger, Inc.	2680352	76338943	Opus Anticato
Walker & Zanger, Inc.	2668559	76321542	Shabui
Walker & Zanger, Inc.	2904473	76553614	Raven Hill Forge
Walker & Zanger, Inc.	2531550	76059779	Your Life's Tile Resource
Walker & Zanger, Inc.	2222404	75340728	Walker & Zanger
Walker & Zanger, Inc.	1923672	74563086	Beauvigny
Walker & Zanger, Inc.	1938175	74563085	Porto Beige

**Foreign Trademarks**

Owner Name	Country	Registration No.	Serial No.	Mark
Walker &	Canada	TMA692993	1266192	WALKER ZANGER

[Walker & Zanger] Intellectual Property Security Agreement  
#56323176

**TRADEMARK**  
**REEL: 006618 FRAME: 0374**

Zanger, Inc.				
Walker & Zanger, Inc.	Mexico	1299233	M1250689	WALKER ZANGER
Walker & Zanger, Inc.	European Union	004560496	004560496	WALKER ZANGER
Walker & Zanger, Inc.	Australia	1768465	1768465	WALKER ZANGER
Walker & Zanger, Inc.	China	3029556		WALKER ZANGER
Walker & Zanger, Inc.	Hong Kong		2003B04818	WALKER ZANGER
Walker & Zanger, Inc.	India	1133848	2294243	WALKER ZANGER
Walker & Zanger, Inc.	Republic of Korea	4005668880000	4020020025090	WALKER ZANGER
Walker & Zanger, Inc.	Taiwan	01015634	090030254	WALKER ZANGER
Walker & Zanger, Inc.	Brazil	840034040	840034040	WALKER ZANGER

**Copyrights**

<b>Owner Name</b>	<b>Registration No.</b>	<b>Status in Copyright Office</b>	<b>Copyright</b>
Walker & Zanger, Inc.	VA0001961176	Registered	Visual Material - Jet Set Oasis
Walker & Zanger, Inc.	VA0002010190	Registered	Sterling Row Argyle
Walker & Zanger, Inc.	VA0002007150	Registered	Sterling Row Chesterfield
Walker & Zanger, Inc.	VA0002010048	Registered	Sterling Row Link
Walker & Zanger, Inc.	VA0002010049	Registered	Sterling Row Oxford
Walker & Zanger, Inc.	VA0002068576	Registered	[Sterling Row Rattan]
Walker & Zanger, Inc.	VA0002010191	Registered	Sterling Row Tuxedo
Walker & Zanger, Inc.	VA0001961165	Registered	Tangent Apex
Walker & Zanger, Inc.	VA0001961163	Registered	Tangent Astral Night
Walker & Zanger, Inc.	VA0001961161	Registered	Tangent Ellipse Border
Walker & Zanger, Inc.	VA0001961175	Registered	Tangent Honeycomb

Inc.			
Walker & Zanger, Inc.	VA0001961174	Registered	Tangent Ipanema
Walker & Zanger, Inc.	VA0001961170	Registered	Tangent Merge.
Walker & Zanger, Inc.	VA0001961168	Registered	Tangent Ripple Field
Walker & Zanger, Inc.	VA0001961167	Registered	Tangent Zephyr
Walker & Zanger, Inc.	VA0002085238	Registered	Villa D'Oro Granada.
Walker & Zanger, Inc.	VAu001253151	Registered	YUNO 670.
Walker & Zanger, Inc.	VAu001253154	Registered	YUNO 671.
Walker & Zanger, Inc.	VAu001253155	Registered	YUNO 672.
Walker & Zanger, Inc.	VAu001253149	Registered	YUNO 673.
Walker & Zanger, Inc.	VaU001253153	Registered	YUNO 674.
Walker & Zanger, Inc.	VAu001253157	Registered	YUNO 675.
Walker & Zanger, Inc.	VAu001253163	Registered	YUNO 676.
Walker & Zanger, Inc.	VAu001253147	Registered	YUNO 677
Walker & Zanger, Inc.	VAu001253158	Registered	YUNO 678
Walker & Zanger, Inc.	VAu001253409	Registered	YUNO 679
Walker & Zanger, Inc.	VAu001253389	Registered	YUNO 680
Walker & Zanger, Inc.	VAu001253144	Registered	YUNO 681
Walker & Zanger, Inc.	VAu001253145	Registered	YUNO 682
Walker & Zanger, Inc.	VAu001253366	Registered	YUNO 683.
Walker & Zanger, Inc.	VAu001253413	Registered	YUNO 684.
Walker & Zanger, Inc.	VAu001253364	Registered	YUNO 685.
Walker & Zanger, Inc.	VAu001254448	Registered	YUNO 686.

**Licenses**

SUBJECT TO OBTAINING CONSENTS:

That certain Agreement between Walker & Zanger, Inc., a New York corporation, and Robert A.M Stern Designs, LLC, a New York limited liability company.

That certain Agreement Between Walker & Zanger, Inc., a New York corporation, and Michael Berman, an adult individual, as supplemented by that certain Addendum to Agreement, dated September 30, 2011.