

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM519779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambria Company LLC		04/16/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87353195	CAMBRIAIR	
Serial Number:	87353200		
Serial Number:	87372595	CAMBRIA MATTE	
Serial Number:	87317325	CAMBRIA	
Serial Number:	88043463	CAMBRIA	
Serial Number:	87301707	DARLINGTON	
Serial Number:	87301711	NEWPORT	
Serial Number:	87301719	NEW QUAY	
Serial Number:	87301728	PRAA SANDS	
Serial Number:	87301761	TORQUAY	
Serial Number:	87301742	WHITEHALL	
Serial Number:	87301753	WHITNEY	
Serial Number:	87301736	WHITE CLIFF	
Registration Number:	0007499		
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$365.00 87353195

Email: devin.rodriques@clarivate.com
Correspondent Name: Diandra M. LaMantia
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Diandra M. LaMantia
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SIGNATURE:	/Devin Rodrigues/
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DATE SIGNED:	04/18/2019
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Total Attachments: 16

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cambria Company LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other limited liability company

Citizenship (see guidelines) Minnesota

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 18, 2019

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60603

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship U.S.A.
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) Text

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-645-3274

Docket Number:

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment information:

Deposit Account Number

Authorized User Name

9. Signature:  for Chapman and Cutler LLP

April 18, 2019

Signature

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0145, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

On this 16th day of April, 2019, Cambria Company LLC, a Minnesota limited liability company ("*Debtor*") with its principal place of business and mailing address at 805 Enterprise Drive East, Suite H, Belle Plaine, Minnesota 56011, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated as of March 25, 2015 among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark

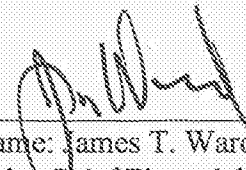
registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof.

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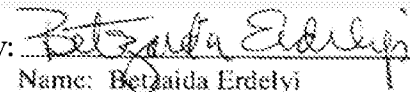
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CAMBRIA COMPANY LLC

By: 
Name: James T. Ward
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By: 
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

See Attached

Trademark	Status	Jurisdiction	Application No.	Registration No.	Registration Date
CAMBRIA	Registered	Canada	1572861	899288	3/20/2015
CAMBRIAIR	Pending	USA	87353195		
CAMBRIA & BLACK DRAGON DESIGN	Registered	Canada	1572862	927067	1/25/2016
CAMBRIA & GOLD DRAGON DESIGN	Registered	Canada	1572867	927065	1/25/2016
CAMBRIA & DRAGON DESIGN	Registered	China	10647771	10647771	11/28/2013
CAMBRIA & BLACK DRAGON DESIGN	Registered	Russia	78714204	546207	6/22/2015
CIRCULAR DRAGON DESIGN	Pending	USA	87353200		
CAMBRIA MATTE	Pending	USA	87372595		
CAMBRIA	Registered	USA	87317325	5261192	8/8/2017
CAMBRIA	Registered	USA	88043463	5708847	3/26/2019
DARLINGTON	Registered	USA	87301707	5415570	3/6/2018
NEWPORT	Registered	USA	87301711	5415571	3/6/2018
NEW QUAY	Registered	USA	87301719	5399533	2/13/2018

PRAA SANDS	Registered	USA	87301728	5399534	2/13/2018
TORQUAY	Registered	USA	87301761	5399536	2/13/2018
WHITEHALL	Registered	USA	87301742	5421265	3/13/2018
WHITNEY	Registered	USA	87301753	5421266	3/13/2018
WHITE CLIFF	Registered	USA	87301736	5399535	2/13/2018
CAMBRIA	Registered	British Virgin Islands	7499	7499	9/1/2017
BLACK DRAGON Design	Pending	British Virgin Islands	7508		
CAMBRIA	Registered	British Virgin Islands	7537	7537	9/29/2017
CAMBRIA	Registered	Turks & Caicos	19312	19312	6/12/2018
CAMBRIA	Registered	Turks & Caicos	19313	19313	6/12/2018
CAMBRIA	Registered	Turks & Caicos	19314	19314	6/12/2018
BLACK DRAGON Design	Registered	Turks & Caicos	19315	19315	6/12/2018
BLACK DRAGON Design	Registered	Turks & Caicos	19316	19316	6/12/2018
BLACK DRAGON Design	Registered	Turks & Caicos	19317	19317	6/12/2018
BLACK DRAGON Design	Pending	Bahamas	41644		

BLACK DRAGON Design	Pending	Bahamas	41645		
BLACK DRAGON Design	Pending	Bahamas	41646		
CAMBRIA	Pending	Bahamas	41647		
CAMBRIA	Pending	Bahamas	41648		
CAMBRIA	Pending	Bahamas	41649		
BLACK DRAGON Design	Pending	Trinidad & Tobago	52446		
CAMBRIA	Pending	Trinidad & Tobago	52450		
CAMBRIA	Registered	Bermuda	56142	56142	12/8/2017
CAMBRIA	Registered	Bermuda	56143	56143	1/19/2018
CAMBRIA	Registered	Bermuda	56144	56144	11/6/2017
BLACK DRAGON Design	Registered	Bermuda	56145	56145	12/8/2017
BLACK DRAGON Design	Registered	Bermuda	56146	56146	1/26/2018
BLACK DRAGON Design	Registered	Bermuda	56147	56147	11/6/2017
CAMBRIA	Registered	Lebanon	69137	179983	6/6/2017
BLACK DRAGON Design	Registered	Lebanon	69138	179966	6/5/2017

CAMBRIA	Registered	Qatar	115381	115381	12/5/2018
CAMBRIA	Registered	Qatar	115382	115382	12/5/2018
CAMBRIA	Registered	Qatar	115383	115383	12/5/2018
BLACK DRAGON Design	Registered	Qatar	115384	115384	12/5/2018
BLACK DRAGON Design	Registered	Qatar	115385	115385	12/5/2018
BLACK DRAGON Design	Registered	Qatar	115386	115386	12/5/2018
CAMBRIA	Registered	United Arab Emirates	274137	274137	2/25/2018
CAMBRIA	Registered	United Arab Emirates	274138	274138	2/25/2018
CAMBRIA	Registered	United Arab Emirates	274139	274139	2/25/2018
BLACK DRAGON Design	Registered	United Arab Emirates	274140	274140	2/25/2018
BLACK DRAGON Design	Registered	United Arab Emirates	274141	274141	2/25/2018
CAMBRIA & BLACK DRAGON Design	Registered	Australia	930737	930737	7/17/2003
CAMBRIA	Registered	Chile	1245202	1264686	11/30/2017
BLACK DRAGON Design	Registered	Chile	1245203	1264789	12/1/2017

CAMBRIA MATTE	Pending	Canada	1857882		
CAMP CAMBRIA	Pending	Canada	1,879,263		
CAMBRIA	Registered	European Union (CTM)	16792186	16792186	12/11/2017
CAMBRIA	Registered	Dominican Republic	20176484	240995	6/30/2017
BLACK DRAGON Design	Registered	Dominican Republic	20176485	240220	6/2/2017
BLACK DRAGON Design	Registered	China	24467199	24467199	6/14/2018
BLACK DRAGON Design	Registered	China	24467201	24467201	9/14/2018
BLACK DRAGON Design	Registered	China	24467202	24467202	7/28/2018
BLACK DRAGON Design	Registered	China	24467203	24467203	6/21/2018
CAMBRIA	Registered	China	24492706	24492706	6/14/2018
CAMBRIA	Registered	China	24492842	24492842	6/14/2018
CAMBRIA	Pending	China	24492843		
CAMBRIA	Registered	China	24492844	24492844	6/14/2018
CAMBRIA	Registered	China	24492845	24492845	6/14/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25110782	25110782	6/28/2018

CAMBRIA (Simplified Chinese Characters)	Registered	China	25110783	25110783	6/28/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25110784	25110784	6/28/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25110785	25110785	6/28/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25110786	25110786	6/28/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25565619	25565619	7/28/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25565620	25565620	7/21/2018
CAMBRIA (Simplified Chinese Characters)	Registered	China	25565621	25565621	7/21/2018
BLACK DRAGON Design	Registered	Panama	25694501	25694501	11/13/2017
BLACK DRAGON Design	Registered	Panama	25694701	25694701	11/13/2017
BLACK DRAGON Design	Registered	Panama	25694901	25694901	11/13/2017
CAMBRIA	Registered	Panama	25695001	25695001	11/13/2017
CAMBRIA	Registered	Panama	25695101	25695101	11/13/2017
CAMBRIA	Registered	Panama	25695201	25695201	11/13/2017

BLACK DRAGON Design	Registered	Taiwan	106011587	1904474	3/16/2018
CAMBRIA	Registered	Taiwan	106011588	1915715	5/16/2018
Cambria Company LLC (Traditional Chinese Characters)	Pending	Taiwan	106079758		
CAMBRIA & BLACK DRAGON Design	Pending	Thailand	170119731		
BLACK DRAGON Design	Pending	Thailand	170119732		
BLACK DRAGON Design	Registered	Guatemala	201702551	233409	4/24/2018
BLACK DRAGON Design	Registered	Guatemala	201702552	233408	4/24/2018
BLACK DRAGON Design	Registered	Guatemala	201702553	233404	4/24/2018
CAMBRIA	Registered	Guatemala	201702554	233405	4/24/2018
CAMBRIA	Registered	Guatemala	201702555	233407	4/24/2018
CAMBRIA	Registered	Guatemala	201702556	233406	4/24/2018
CAMBRIA	Registered	Hong Kong	304050260	304050260	7/25/2017
BLACK DRAGON Design	Registered	Hong Kong	304050279	304050279	7/19/2017
Cambria Company LLC (Traditional Chinese Characters)	Registered	Hong Kong	304224816	304224816	1/2/2018

BLACK DRAGON Design	Pending	Nicaragua	2017002328		
CAMBRIA	Pending	Nicaragua	2017002329		
CAMBRIA	Registered	Malaysia	2017052899	2017052899	11/6/2017
CAMBRIA	Registered	Malaysia	2017052901	2017052901	11/3/2017
CAMBRIA	Registered	Malaysia	2017052903	2017052903	11/3/2017
BLACK DRAGON Design	Registered	Malaysia	2017052910	2017052910	11/6/2017
BLACK DRAGON Design	Pending	Malaysia	2017052912		
BLACK DRAGON Design	Registered	Malaysia	2017052915	2017052915	11/3/2017
CAMBRIA (japanese phonetic letters)	Pending	Japan	2018056841		
BLACK DRAGON Design	Pending	Vietnam	4201704410		
CAMBRIA	Pending	Vietnam	4201704411		
CAMP CAMBRIA	Registered	USA	87539491	5,563,640	9/18/2018
CAMBRIA	Registered	Indonesia	D002017012174	IDM000618934	5/21/2018
BLACK DRAGON Design	Registered	Indonesia	D002017012175	IDM000618935	5/21/2018
CAMBRIA	Pending	Ecuador	IEPI201713106		

CAMBRIA	Registered	Ecuador	IEPI201713125	SENADI2018TI703 2	9/24/2017
CAMBRIA	Pending	Ecuador	IEPI201713130		
BLACK DRAGON Design	Pending	Ecuador	IEPI201713134		
BLACK DRAGON Design	Pending	Ecuador	IEPI201713135		
BLACK DRAGON Design	Pending	Ecuador	IEPI201713136		
BLACK DRAGON Design	Registered	Australia	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	China	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	European Union (CTM)	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	Israel	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	India	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Pending	Iran	IR1344254		
BLACK DRAGON Design	Registered	Iceland	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	Japan	IR1344254	1344254	10/20/2017
BLACK DRAGON Design	Registered	Monaco	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Pending	Mexico	IR1344254		

BLACK DRAGON Design	Registered	Norway	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	New Zealand	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	Philippines	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	Russia	IR1344254	1344254	1/30/2017
BLACK DRAGON Design	Registered	Singapore	IR1344254	40201708856P	4/17/2018
BLACK DRAGON Design	Registered	Turkey	IR1344254	IR1344254	1/1/19/2018
BLACK DRAGON Design	Registered	WIPO	IR1344254	1344254	1/30/2017
CAMBRIA	Registered	Australia	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	Switzerland	IR1350617	1350617	2/1/2017
CAMBRIA	Pending	China	IR1350617		
CAMBRIA	Registered	United Kingdom	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	Israel	IR1350617	295691	10/3/2018
CAMBRIA	Registered	India	IR1350617	1350617	2/1/2017
CAMBRIA	Pending	Iran	IR1350617		
CAMBRIA	Pending	Iceland	IR1350617		

CAMBRIA	Registered	Japan	IR1350617	1350617	12/15/2017
CAMBRIA	Registered	Monaco	IR1350617	1350617	2/1/2017
CAMBRIA	Pending	Mexico	IR1350617		
CAMBRIA	Registered	Norway	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	New Zealand	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	Philippines	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	Russia	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	Singapore	IR1350617	40201711807P	9/21/2018
CAMBRIA	Registered	Turkey	IR1350617	IR1350617	11/19/2018
CAMBRIA	Registered	WIPO	IR1350617	1350617	2/1/2017
CAMBRIA	Registered	Cayman Islands	T0000068	T0000068	4/23/2018
BLACK DRAGON Design	Registered	Cayman Islands	T0000168	T0000168	4/24/2018