

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIGNATURE CR ACQUISITION, INC.		05/03/2019	Corporation: DELAWARE
SIGNATURE CR INTERMEDIATE HOLDCO, INC.		05/03/2019	Corporation: DELAWARE
SIGNATURE SYSTEMS HOLDING COMPANY		05/03/2019	Corporation: DELAWARE
SIGNATURE SYSTEMS GROUP, LLC		05/03/2019	Limited Liability Company: DELAWARE
SIGNATURE HOLDING CORP.		05/03/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT
Street Address:	590 Madison Avenue, 15th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3553439	SPORTPANEL
Registration Number:	3571788	SIGNATURE FENCING
Serial Number:	78021457	POLYBARRIER
Serial Number:	78036032	THE TOPPER
Serial Number:	78103067	CROWDSTOPPER
Serial Number:	78263159	EVENTDECK
Serial Number:	77296327	DANCEDECK
Serial Number:	77296029	DURADECK
Serial Number:	77505469	SIGNATURE FLOORING
Serial Number:	85428038	MEGADECK
Serial Number:	85780453	HEXADECK

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85782680	ARMORDECK
Serial Number:	86786269	ROVERDECK
Serial Number:	86844978	SIGNAROAD
Serial Number:	88287820	OMNIDECK
Serial Number:	88288475	ROVERDECK

CORRESPONDENCE DATA

Fax Number: 6178568201
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: 617-856-8145
Email: ip@brownrudnick.com
Correspondent Name: BROWN RUDNICK LLP
Address Line 1: ONE FINANCIAL CENTER
Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	028228.0028
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/MARK S. LEONARDO/
DATE SIGNED:	05/08/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of May 3, 2019, by SIGNATURE SYSTEMS HOLDING COMPANY, a Delaware corporation (“**Lead Borrower**”), and SIGNATURE SYSTEMS GROUP, LLC, a Delaware limited liability company (“**Signature Systems**”; and together with Lead Borrower, each a “**Borrower**” and collectively, the “**Borrowers**”), and SIGNATURE CR INTERMEDIATE HOLDCO, INC., a Delaware corporation (“**Holdings**”; and, together with Borrowers, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantee, SIGNATURE CR ACQUISITION, INC., a Delaware corporation (the “**Initial Borrower**”), and upon the consummation of the Acquisition, SIGNATURE HOLDING CORP., a Delaware corporation, the Borrowers, and the other Grantors from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to the Initial Borrower (prior to the consummation of the Acquisition) and the Borrowers (after the consummation of the Acquisition) by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among the Grantors and Grantee and certain other Security Documents now and/or hereafter executed by each Grantor in favor of Grantee, each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of each Grantor including, among other things, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), in the United States Patent and Trademark Office (the “**USPTO**”) and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), and (iv) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement));

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security and Pledge Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security and Pledge Agreement or Credit Agreement, as applicable.

2. Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following (all of the following items or types of property (excluding all Excluded Collateral) being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all accessions, products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by each Grantor of the Compliance Certificate required to be delivered by the Grantors under Section 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantors and their affiliates, the Grantors shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may

exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

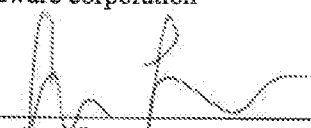
7. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

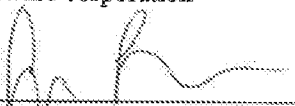
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first hereinabove set forth immediately upon the consummation of the Acquisition.

GRANTORS:

SIGNATURE CR ACQUISITION, INC.,
a Delaware corporation

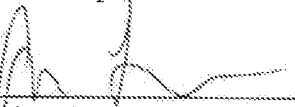
By: 
Name: Arun Laxmanan
Title: Vice President

SIGNATURE CR INTERMEDIATE HOLDCO, INC.,
a Delaware corporation


By: 
Name: Arun Laxmanan
Title: Vice President

GRANTORS JOINING
IMMEDIATELY
AFTER THE
CONSUMMATION
OF THE
ACQUISITION:

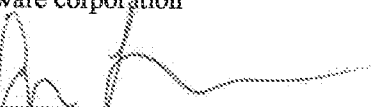
SIGNATURE SYSTEMS HOLDING COMPANY,
a Delaware corporation

By: 
Name: Arun Laxmanan
Title: Vice President

SIGNATURE SYSTEMS GROUP, LLC,
a Delaware limited liability company

By: 
Name: Arun Laxmanan
Title: Vice President

SIGNATURE HOLDING CORP.,
a Delaware corporation

By: 
Name: Arun Laxmanan
Title: Vice President

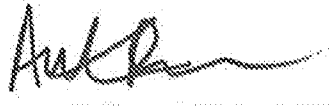
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006640 FRAME: 0564

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Administrative Agent**

By: 
Name: Arthur H. Penn
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006640 FRAME: 0565**

Schedule 1

Trademark Applications

1. See Exhibit 1 attached hereto.
2. SPORT PANEL; United States of America; Registered; Trademark Registration No. 3,553,439; Signature Systems Group, LLC.
3. SIGNATURE FENCING; United States of America; Registered; Trademark Registration No. 3,571,788; Signature Systems Group, LLC.

Exhibit 1: Signature Systems Group, LLC - Trademarks
Apr 22, 2019

FILE #	TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
04021/036	POLYBARRIER	United States of America	Registered	78/021,457	Aug 16, 2000	2631719	Oct 8, 2002	SIGNATURE SYSTEMS GROUP, LLC
04021/035	THE TOPPER	United States of America	Registered	78/036,032	Nov 20, 2000	2541810	Feb 19, 2002	SIGNATURE SYSTEMS GROUP, LLC
04021/037	GROWDISTOPPER	United States of America	Registered	78/103,067	Jan 16, 2002	2783164	Nov 11, 2003	SIGNATURE SYSTEMS GROUP, LLC
04021/024	EVENTIDECK	United States of America	Registered	78/263,159	Jun 17, 2003	2968453	Jul 12, 2005	SIGNATURE SYSTEMS GROUP, LLC
04021/031	Dancedeck	United States of America	Registered	77/296,327	Oct 4, 2007	3444630	Jun 10, 2008	SIGNATURE SYSTEMS GROUP, LLC
04021/032	DuraDeck	United States of America	Registered	77/296,029	Oct 4, 2007	3479501	Aug 5, 2008	SIGNATURE SYSTEMS GROUP, LLC
04021/025	SIGNATURE FLOORING	United States of America	Registered	77/505,469	Jun 23, 2008	3798100	Jun 8, 2010	SIGNATURE SYSTEMS GROUP, LLC
04021/029	MegaDeck	United States of America	Registered	85/428,038	Sep 21, 2011	4153364	Jun 5, 2012	SIGNATURE SYSTEMS GROUP, LLC
04021/033	HexaDeck	United States of America	Registered	85/780,453	Nov 15, 2012	4367844	Jul 16, 2013	SIGNATURE SYSTEMS GROUP, LLC
04021/034	Armo-Deck	United States of America	Registered	85/782,680	Nov 19, 2012	4371535	Jul 23, 2013	SIGNATURE SYSTEMS GROUP, LLC
04021/039	ROVERDECK	United States of America	Registered	86/786,269	Oct 13, 2015	4968663	May 31, 2016	SIGNATURE SYSTEMS GROUP, LLC
04021/042	SIGNAROAD	United States of America	Registered	86/844,978	Dec 10, 2015	5115835	Jan 3, 2017	SIGNATURE SYSTEMS GROUP, LLC
04021/093	OMNIDECK	United States of America	Pending	88/287,820	Feb 4, 2019			SIGNATURE SYSTEMS GROUP, LLC
04021/094	ROVERDECK	United States of America	Pending	88/288,475	Feb 4, 2019			SIGNATURE SYSTEMS GROUP, LLC
04021/063	DURADECK	Switzerland	Registered	79754/2018	Oct 8, 2018	728063	Mar 7, 2019	SIGNATURE SYSTEMS GROUP, LLC
04021/067	MEGADECK	Switzerland	Pending	79753/2018	Oct 8, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/078	SIGNAROAD	Switzerland	Registered	79755/2018	Oct 8, 2018	728064	Mar 7, 2019	SIGNATURE SYSTEMS GROUP, LLC
04021/082	SIGNATURE	Switzerland	Registered	79757/2018	Oct 8, 2018	728066	Mar 7, 2019	SIGNATURE SYSTEMS GROUP, LLC
04021/062	DURADECK	Republic of Korea	Pending	40-2018-0136633	Oct 4, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/066	MEGADECK	Republic of Korea	Pending	40-2018-0136635	Oct 4, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/077	SIGNAROAD	Republic of Korea	Pending	40-2018-0136647	Oct 4, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/081	SIGNATURE	Republic of Korea	Pending	40-2018-0136653	Oct 4, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/061	DURADECK	Japan	Pending	2018-123487	Oct 1, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/065	MEGADECK	Japan	Pending	2018-123488	Oct 1, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/076	SIGNAROAD	Japan	Pending	2018-123491	Oct 1, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/080	SIGNATURE	Japan	Pending	2018-123492	Oct 1, 2018			SIGNATURE SYSTEMS GROUP, LLC
04021/043	SIGNAROAD	European Union	Registered	015530231	Jun 10, 2016	015530231	Oct 10, 2016	SIGNATURE SYSTEMS GROUP, LLC

<u>04021/060</u>	<u>DURADECK</u>	European Union	Registered	017937560	Jul 30, 2018	017937560	Feb 23, 2019	SIGNATURE SYSTEMS GROUP, LLC
<u>04021/064</u>	<u>MEGADECK</u>	European Union	Pending	017937561	Jul 30, 2018			SIGNATURE SYSTEMS GROUP, LLC
<u>04021/068</u>	<u>HEXADECK</u>	European Union	Pending	017937563	Jul 30, 2018			SIGNATURE SYSTEMS GROUP, LLC
<u>04021/079</u>	<u>SIGNATURE</u>	European Union	Pending	017937565	Jul 30, 2018			SIGNATURE SYSTEMS GROUP, LLC
<u>04021/023</u>	<u>EventDeck</u>	Brazil	Registered	903655209	May 18, 2011	903655209	Aug 12, 2014	SIGNATURE SYSTEMS GROUP, LLC

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) made as of this ___ day of _____, 20__ by SIGNATURE SYSTEMS HOLDING COMPANY, a Delaware corporation (“**Lead Borrower**”) and SIGNATURE SYSTEMS GROUP, LLC, a Delaware limited liability company (“**Signature Systems**”; and together with Lead Borrower, each a “**Borrower**” and collectively, the “**Borrowers**”) and SIGNATURE CR INTERMEDIATE HOLDCO, INC., a Delaware corporation (“**Holdings**”; and, together with Borrowers, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantee, Signature CR Acquisition, Inc., a Delaware limited liability company, the Grantors from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement dated as of May 3, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of May 3, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, the Grantors have agreed that in connection with the acquisition by a Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “**New Trademarks**”), the Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the applicable Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security and Pledge Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), AND 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

(Signature Page to Supplement to Trademark Security Agreement)

IN WITNESS WHEREOF, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:

SIGNATURE SYSTEMS HOLDING COMPANY,
a Delaware corporation

By: _____
Name:
Title:

SIGNATURE SYSTEMS GROUP, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

SIGNATURE CR INTERMEDIATE HOLDCO, INC.,
a Delaware corporation

By: _____
Name:
Title:

Schedule I

TRADEMARK
REEL: 006640 FRAME: 0571

(Signature Page to Supplement to Trademark Security Agreement)

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY
SERVICING, LLC**, as Administrative
Agent

By: _____

Name:

Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services

63376778 v4

Schedule I