

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615419

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael Nash Custom Kitchens, Inc.		12/14/2020	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Freedom Bank of Virginia		
<b>Street Address:</b>	10555 Main Street, Ste 100		
<b>City:</b>	Fairfax		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22030		
<b>Entity Type:</b>	Chartered Bank: VIRGINIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3853118	MICHAEL NASH	
<b>Registration Number:</b>	3315679	MICHAEL NASH	
<b>Registration Number:</b>	4209511	ONE NAME SAYS IT ALL!	
<b>Registration Number:</b>	3853121	THE ULTIMATE IN LUXURY	
<b>Registration Number:</b>	0073784		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	215-981-4538		
<b>Email:</b>	Peter.Wakiyama@troutman.com		
<b>Correspondent Name:</b>	Peter T Wakiyama		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	251727.000016		
<b>NAME OF SUBMITTER:</b>	Peter T Wakiyama		
<b>SIGNATURE:</b>	/ptw/		
<b>DATE SIGNED:</b>	12/18/2020		

CH \$140.00 3853118

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 14, 2020 by and between (i) **THE FREEDOM BANK OF VIRGINIA** (“**Bank**”), and (ii) **MICHAEL NASH CUSTOM KITCHENS, INC.**, a Virginia corporation, as grantor (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire

goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

8630-A Lee Highway  
Fairfax, Virginia 22031  
Attn: Sonny Nazemian

GRANTOR:

**MICHAEL NASH CUSTOM  
KITCHENS, INC.**

By: \_\_\_\_\_ (SEAL)

Name: Sonny Nazemian

Title: President and Chief Executive Officer

BANK:

**THE FREEDOM BANK OF VIRGINIA**

By: \_\_\_\_\_

Name: Shaun E. Murphy

Title: Executive Vice President and  
Chief Operating Officer

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

8630-A Lee Highway  
Fairfax, Virginia 22031  
Attn: Sonny Nazemian

**MICHAEL NASH CUSTOM  
KITCHENS, INC.**

By: \_\_\_\_\_ (SEAL)  
Name: Sonny Nazemian  
Title: President and Chief Executive Officer

BANK:

**THE FREEDOM BANK OF VIRGINIA**

By: \_\_\_\_\_  
Name: Shaun E. Murphy  
Title: Executive Vice President and  
Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 007139 FRAME: 0301**

EXHIBIT A

Copyrights

No copyright registrations.

EXHIBIT B

Patents

No patent registrations.



EXHIBIT C

Trademarks

<b>Mark/Name</b>	<b>Owner Information</b>	<b>TM/AN/RN/Disclaimer</b>	<b>Application Date</b>	<b>Registration Date</b>
<u>MICHAEL NASH</u>	Michael Nash Custom Kitchens, Inc. (Virginia Corp.) 8630C Lee Highway Fairfax Virginia 22031	<u>MICHAEL NASH</u> RN: 3853118 SN: 77936876	February 16, 2010	September 28, 2010
<u>MICHAEL NASH</u>	Michael Nash Custom Kitchens, Inc. (Virginia Corp.) 8630C Lee Highway Fairfax Virginia 22031	<u>MICHAEL NASH</u> RN: 3315679 SN: 77041983	November 11, 2006	October 23, 2007
<u>ONE NAME SAYS IT ALL!</u>	Michael Nash Custom Kitchens, Inc. (Virginia Corp.) 8630C Lee Highway Fairfax Virginia 22031	<u>ONE NAME SAYS IT ALL!</u> RN: 4209511 SN: 85537864	February 9, 2012	September 18, 2012

Mark/Name	Owner Information	TM/AN/RN/Disclaimer	Application Date	Registration Date
<u>THE ULTIMATE IN LUXURY</u>	Michael Nash Custom Kitchens, Inc. (Virginia Corp.) 8630C Lee Highway Fairfax Virginia 22031	<u>THE ULTIMATE IN LUXURY</u> RN: 3853121 SN: 77936900	February 16, 2010	September 28, 2010
<u>MICHAEL NASH CUSTOM KITCHENS</u>	MICHAEL NASH CUSTOM KITCHENS 6704 WISCONSIN AVENUE BETHESDA, MD 20814 MD	<u>MICHAEL NASH CUSTOM KITCHENS</u> RN: MD T0073784		July 25, 1994