

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patriarch Partners Agency Services, LLC, as the prior Agent		01/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, as the successor Agent		
Street Address:	140 Sherman Street, 4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4016610	CHAPEL HILL	
Registration Number:	3999042	CROSCILL LIVING	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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>			
Phone:	2125305096		
Email:	dcip@milbank.com, nbrowand@milbank.com		
Correspondent Name:	Milbank LLP		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	43919.00000		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	01/13/2021		
Total Attachments: 4			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), is entered into as of January 13, 2021 by and among PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as the prior Agent (in such capacity, the "Prior Agent"), under that certain Credit Agreement (as defined below) and ANKURA TRUST COMPANY, LLC, a Delaware limited liability company, having an office at 140 Sherman Street, 4th Floor, Fairfield, Connecticut 06824 as the successor Agent under the Credit Agreement (in such capacity, the "Successor Agent").

WHEREAS, (i) Crossill Home LLC, (the "Grantor") and the domestic subsidiaries of the Grantor from time to time, as Guarantors, have entered into that certain Credit Agreement, dated as of November 7, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Prior Agent and the lenders party thereto (the "Lenders"); and (ii) the Grantor executed that certain Security Agreement, dated as of November 7, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Prior Agent and the Lenders. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor and the Prior Agent are party to that certain Intellectual Property Security Agreement (Trademarks), dated as of December 22, 2011, and recorded with the United States Patent and Trademark Office at Reel/Frame No. 4685/0260 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Prior Agent a security interest in all of Grantor's right, title, and interest in, to, and under the Collateral (as defined in the Trademark Security Agreement), including the Trademarks (as defined in the Trademark Security Agreement) set forth on Schedule A annexed hereto; and

WHEREAS, the Prior Agent has resigned as agent under the Credit Agreement and the Successor Agent has been appointed as successor agent under the Credit Agreement, and the Prior Agent desires to assign and transfer to the Successor Agent each of the liens and security interests granted to the Prior Agent for the ratable benefit of the Lenders under the Credit Agreement, the Security Agreement and the Trademark Security Agreement, and the Successor Agent accepts all such liens and security interests, for its benefit and for the benefit of the Lenders.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. Assignment of Security Interest. The Prior Agent hereby conveys, assigns, and transfers to the Successor Agent for the benefit of the Secured Parties all right, title, and interest in and to all security interests and liens on the Collateral granted to the Prior Agent under the Trademark Security Agreement, including, without limitation, all of the Prior Agent's security interests and liens on the Trademarks identified on Schedule A hereto (the "Assignment"). Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest and lien on the collateral originally granted to the Prior Agent under the Trademark

Security Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Successor Agent.

2. Purpose. This Agreement has been executed and delivered by the Prior Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment.

3. Further Assurances. The Prior Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be effective as effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first set forth above.

PATRIARCH PARTNERS AGENCY SERVICES,
LLC,
as Prior Agent

By: 
Name: Lynn Tilton
Title: Manager

ANKURA TRUST COMPANY, LLC,
as Successor Agent

By: 
Name: Ryan M. Roy
Title: Managing Director

[Assignment of Security Interest in Trademarks]

TRADEMARK
REEL: 007161 FRAME: 0834

SCHEDULE A:
TRADEMARKS

Mark	Application No.	Filed Date	Registration No.	Registration Date	Owner
CHAPEL HILL	77/945710	02/26/2010	4016610	08/23/2011	Croscill Home, LLC
CROSCILL LIVING	77/919515	01/25/2010	3999042	07/19/2011	Croscill Home, LLC