

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florida Tile, Inc.		01/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5591483	THICKER	
Registration Number:	5234074	THINNER SLIM LIGHTWEIGHT PORCELAIN	
Registration Number:	4721778	THINNER	
Registration Number:	4242974	FT COMMERCIAL	
Registration Number:	4328891	FLORIDA TILE COMMERCIAL	
Registration Number:	5114730	NATURA	
Registration Number:	4139391	HDP HIGH DEFINITION PORCELAIN	
Registration Number:	3520379	FT	
Registration Number:	2023180	FLORIDA TILE	
Registration Number:	1104764	NATURA	
Registration Number:	0660002	FT	
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>			
Phone:	6785532204		
Email:	thompsonmich@gtlaw.com		
Correspondent Name:	Michelle Thompson		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		

CH \$290.00 5591483

Address Line 4:	Atlanta, GEORGIA 30305
NAME OF SUBMITTER:	Michelle Thompson
SIGNATURE:	/Michelle Thompson/
DATE SIGNED:	01/27/2021
Total Attachments: 5 source=FLORIDA TILE TRADEMARK SECURITY AGREEMENT (Executed 2021.01.27)#page1.tif source=FLORIDA TILE TRADEMARK SECURITY AGREEMENT (Executed 2021.01.27)#page2.tif source=FLORIDA TILE TRADEMARK SECURITY AGREEMENT (Executed 2021.01.27)#page3.tif source=FLORIDA TILE TRADEMARK SECURITY AGREEMENT (Executed 2021.01.27)#page4.tif source=FLORIDA TILE TRADEMARK SECURITY AGREEMENT (Executed 2021.01.27)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of January, 2021, by and between the Grantor listed on the signature pages hereof, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Panariagroup USA, Inc., a Delaware corporation, Florida Tile, Inc., a Delaware corporation, and Lea North America, LLC, a Delaware limited liability company (collectively, jointly and severally, "Borrowers," and each, individually, a "Borrower"), and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product agreements, but only upon the condition, among others, that Borrowers shall have executed and delivered to Secured Party that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, this Trademark Security 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**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement or on any notice delivered to Secured Party under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement or notice.

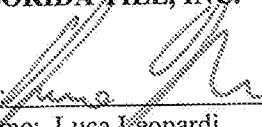
7. **CHOICE OF LAW, VENUE, AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE, AND JURY TRIAL WAIVER PROVISIONS SET FORTH IN SECTIONS 8.1, 8.2, 8.3, AND 8.4 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FLORIDA FILE, INC.

By:  _____

Name: Luca Leonardi

Title: Vice President and Chief Financial Officer

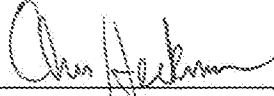
[FLORIDA FILE—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007171 FRAME: 0683

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____

Name: Chris Heckman

Title: Authorized Signatory

[FLORIDA TILE—TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 007171 FRAME: 0684

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Serial Number	Reg. Number	Word Mark
87573153	5591483	
86860719	5234074	
86248466	4721778	THINNER
85372309	4242974	FT COMMERCIAL
85379752	4328891	FLORIDA TILE COMMERCIAL
85640877	5114730	NATURA
77643760	4139391	HDP HIGH DEFINITION PORCELAIN
77433285	3520379	FT
74691627	2023180	FLORIDA TILE
73164602	1104764	
72031836	0660002	