

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627074

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900586073

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JUSTH HOLDINGS, LLC		12/09/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	UNITY NATIONAL BANK OF HOUSTON
Street Address:	1661 Texas Parkway
City:	Missouri city
State/Country:	TEXAS
Postal Code:	77489
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5803910	COSMOS GRANITE & MARBLE
Registration Number:	5774030	C COSMOS GRANITE & MARBLE
Registration Number:	5757082	VIVID COSMOS
Serial Number:	88612316	MARINER
Serial Number:	88597471	COSMOS
Serial Number:	88597467	COSMOS SURFACES
Serial Number:	88597466	ATELIER BY COSMOS
Serial Number:	88467185	MARINER

CORRESPONDENCE DATA**Fax Number:**

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.

Email: sdavar@grayreed.com
Correspondent Name: Shanna Davar
Address Line 1: 1300 Post Oak Blvd.
Address Line 2: SUITE 2000
Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Shanna Davar
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SIGNATURE:	/s/ Shanna Davar
DATE SIGNED:	02/19/2021
Total Attachments: 3 source=IP Agreement#page1.tif source=IP Agreement#page2.tif source=IP Agreement#page3.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 9th day of December, 2020, by JUSTH HOLDINGS, LLC, a Delaware limited liability company, having a place of business at 8610 S 212th Street, Suite 100, Kent, Washington 98031 ("Grantor"), in favor of UNITY NATIONAL BANK OF HOUSTON, a national banking association, having a place of business at 1661 Texas Parkway, Missouri City, Texas 77489 ("Lender").

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement dated as of December 9, 2020 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of that certain Security Agreement, Pledge and Collateral Assignment dated as of December 9, 2020, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the Trademarks (as defined in the Security Agreement), including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a first priority security interest in the following property, wherever arising or located (collectively, the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "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 the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

JUSTH HOLDINGS, LLC

By: [Signature]
Hari Hara Prasad Nallapaty
Manager

STATE OF WASHINGTON §
 §
COUNTY OF KING §

This instrument was acknowledged before me on the 1st day of DECEMBER, 2020, by Hari Hara Prasad Nallapaty, Manager of JUSTH HOLDINGS, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public in and for
The State of Washington

UMASHREE NALLAPATI
Notary Public
State of Washington
My Commission Expires
January 17, 2021

SCHEDULE A

Registered Trademarks					
Country	Word Mark	Owner	Serial No.	Registration No.	Registration Date
USA	Cosmos Granite & Marble	Grantor	88148621	5803910	07/16/2019
USA	C Cosmos Granite & Marble	Grantor	88153502	5774030	06/11/2019
USA	Vivid Cosmos	Grantor	88148631	5757082	05/21/2019

Pending Trademark Applications				
Country	Word Mark	Owner	Serial No.	Filing Date
USA	Mariner	Grantor	88612316	09/11/2019
USA	Cosmos	Grantor	88597471	08/29/2019
USA	Cosmos Surfaces	Grantor	88597467	08/29/2019
USA	Atelier by Cosmos	Grantor	88597466	08/29/2019
USA	Mariner	Grantor	88467185	06/10/2019