

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-State Wholesale Flooring, LLC		04/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank, USA, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5739899	TSF	
Registration Number:	5739928	WE ARE MORE.	
Registration Number:	6019801	TRI-STATE FLOORING	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Steven Drapekin		
Address Line 1:	Lewis Rice LLC, 600 Washington Ave.		
Address Line 2:	Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Elizabeth Holtmann		
SIGNATURE:	/Elizabeth Holtmann/		
DATE SIGNED:	04/16/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is dated as of April 16, 2021, and is by Tri-State Wholesale Flooring, LLC, a Delaware limited liability company (“Grantor”), in favor of CIBC Bank USA as administrative agent for itself and the other Lenders (“Administrative Agent”).

RECITALS

A. The Borrowers (who include the Grantor and certain Persons who are Affiliates of Grantor pursuant to that certain Joinder to Credit Agreement and Loan Documents dated as of the date hereof), the Administrative Agent and Lenders have entered into a Credit Agreement dated as of October 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor and the Issuing Lender has agreed to issue Letters of Credit on behalf of Grantor.

B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of October 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), as joined by Grantor pursuant to that certain Joinder to Guaranty and Collateral Agreement dated as of the date hereof, Grantor has granted to Administrative Agent a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following (collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1,

any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

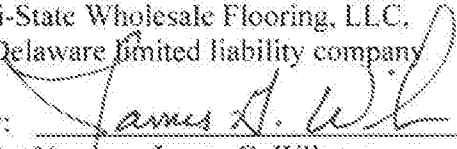
This security interest and Lien is granted in conjunction with the security interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile, PDF format or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Tri-State Wholesale Flooring, LLC,
a Delaware limited liability company

By: 
Print Name: James G. Wilmsen
Title: President

Acknowledged:

CIBC Bank USA, as Administrative Agent

By: _____
Print Name: _____
Title: _____


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Tri-State Wholesale Flooring, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Acknowledged:


CIBC Bank USA, as Administrative Agent

By:  _____
Print Name: Edward Dehner
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Owner	Serial No.	Registration No.	Registration Date	Country / State
	Tri-State Wholesale Flooring, Inc.	88184820	5739899	April 30, 2019	United States of America
We Are More.	Tri-State Wholesale Flooring, Inc.	88206879	5739928	April 30, 2019	United States of America
Tri-State Flooring	Tri-State Wholesale Flooring, Inc.	88127568	6019801	March 24, 2020	United States of America

Pending Trademark Applications:

NONE

Trademark Licenses:

NONE