# OP \$515.00 2414144

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM649302

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type                            |
|-----------------------------|----------|----------------|--|
| Novo Building Products, LLC |          | 05/19/2021     | Limited Liability Company:<br>DELAWARE |

### **RECEIVING PARTY DATA**

| Name:             | SJC DLF III-L, LLC                  |
|-------------------|-------------------------------------|
| Street Address:   | 1700 East Putnam Avenue, Suite 207  |
| Internal Address: | c/o Czech Asset Management, L.P.    |
| City:             | Old Greenwich                       |
| State/Country:    | CONNECTICUT                         |
| Postal Code:      | 06870                               |
| Entity Type:      | Limited Liability Company: DELAWARE |

### **PROPERTY NUMBERS Total: 20**

| Property Type        | Number  | Word Mark                 |
|----------------------|---------|---------------------------|
| Registration Number: | 2414144 | EMPIRE                    |
| Registration Number: | 5882720 | CREATIVE                  |
| Registration Number: | 6108739 | EMPIRE                    |
| Registration Number: | 6078373 | EMPIRE                    |
| Registration Number: | 6062671 | NOVO                      |
| Registration Number: | 5901084 | ORNAMENTAL                |
| Registration Number: | 5889077 | SOUTHWEST                 |
| Registration Number: | 5834150 | LOVE THE ROOM             |
| Registration Number: | 5834148 | LOVE THE ROOM             |
| Registration Number: | 4785356 | ARTISE & WRIGHT           |
| Registration Number: | 1815926 | EASITRIM                  |
| Registration Number: | 5094699 | L. J. SMITH STAIR SYSTEMS |
| Registration Number: | 1999084 | L. J. SMITH STAIR SYSTEMS |
| Registration Number: | 2000655 | L.J. SMITH STAIR SYSTEMS  |
| Registration Number: | 6213331 | COVERTRIM                 |
| Registration Number: | 1815426 | CONECT-A-KIT              |
| Registration Number: | 2435175 | ORNAMENTAL                |
| Registration Number: | 2674958 | RAILPRO                   |
|                      | •       | TRADEMARK                 |

900619147 REEL: 007304 FRAME: 0953

IRADEMARK

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2639309 | RAIL PRO  |
| Registration Number: | 1832042 | ACCUSTAIR |

### **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.

**Phone:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

| ATTORNEY DOCKET NUMBER: | 1379054 TM          |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | Karen S. Cottrell   |
| SIGNATURE:              | /Karen S. Cottrell/ |
| DATE SIGNED:            | 05/25/2021          |

### **Total Attachments: 15**

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of this 19<sup>th</sup> day of May, 2021, by NOVO BUILDING PRODUCTS, LLC, a Delaware limited liability company, the "<u>Grantor</u>"), in favor of SJC DLF III-L, LLC, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Amended and Restated Term Loan and Security Agreement, dated as of December 3, 2018 (as amended by that certain Waiver and Amendment No. 1 to Credit Agreement dated January 31, 2020, as further modified by that certain Limited Waiver to Credit Agreement dated April 30, 2020, as further amended by that certain Amendment No. 2 to Credit Agreement dated June 26, 2020, as further amended by that certain Waiver and Amendment No. 3 to Credit Agreement dated June 30, 2020, as further amended by that certain Amendment No. 4 and Joinder to Credit Agreement dated January 26, 2021, as further amended by that certain Amendment No. 5 to Credit Agreement dated April 12, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among the Grantor, NOVO DISTRIBUTION, LLC, a Michigan limited liability company (f/k/a THE EMPIRE COMPANY, LLC, a Michigan limited liability company) ("Novo Distribution"), and NOVO MANUFACTURING, LLC, a Delaware limited liability company (f/k/a L. J. SMITH, LLC, a Delaware limited liability company) ("Novo Manufacturing", and together with the Grantor and Novo Distribution and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers" and each individually a "Borrower"), NOVO BUILDING PRODUCTS HOLDINGS, LLC, a Delaware limited liability company (the "Guarantor" or "Holdings"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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, the Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT AND REAFFIRMATION OF SECURITY INTEREST</u>. To secure the payment and performance of the Obligations under the Credit Agreement, the Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>IP Collateral</u>"), with power of sale to the extent permitted by law:

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- (a) all of the Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;
- (b) all of the Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto:
- (c) all of the Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;
  - (d) all reissues, continuations or extensions of the foregoing; and
- (e) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>REPRESENTATIONS</u>, <u>WARRANTIES AND AGREEMENTS</u>. The Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) <u>Schedule 1</u> hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, the Grantor has not granted any Liens on any of its IP Collateral to any other Person.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. If the Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting the Grantor's obligations under this Section 6, the Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any such new IP Collateral of the Grantor identified in such written notice provided by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

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- 7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 8. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 9. <u>CONSTRUCTION</u>. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.
- 10. <u>INTERCREDITOR AGREEMENT</u>. Without limiting the generality of any provisions of the Intercreditor Agreement, the parties hereto acknowledge and agree that the provisions of this Agreement shall be subject to, and the rights of Agent and Lenders with respect to the IP Collateral provided for hereunder shall be exercised only in accordance with, the terms and conditions of the Intercreditor Agreement.

[signature page follows]

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Each of the parties has signed this Agreement as of the day and year first above written.

NOVO BUILDING PRODUCTS, LLC

By:

James Shovlin Secretary

[Signature Page to Intellectual Property Security Agreement]

# SCHEDULE 1

TO

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

# I. Copyrights and Copyright Applications

| Grantor                     | Copyright                       | Application/Registration Number |
|-----------------------------|---------------------------------|---------------------------------|
| NOVO BUILDING               | Basket weave corbels (Visual    | VA0001236578                    |
| PRODUCTS, LLC               | Material)                       |                                 |
|                             | Owned along with Hafele         |                                 |
|                             | America                         |                                 |
|                             | Company and Starmark            |                                 |
|                             | Cabinetry, Inc.                 |                                 |
| NOVO BUILDING               | Braid corbels (Visual Material) | VA0001236579                    |
| PRODUCTS, LLC               | Owned along with Hafele         |                                 |
|                             | America Company and             |                                 |
|                             | Starmark Cabinetry, Inc.        |                                 |
| NOVO BUILDING               | IM-3015                         | VA0001290320                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-3017                         | VA0001290323                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-3019                         | VA0001292273                    |
| PRODUCTS, LLC               | 77.7.2022                       |                                 |
| NOVO BUILDING               | IM-3022                         | VA0001292272                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-3023                         | VA0001292274                    |
| PRODUCTS, LLC               | D. f. 202.6                     | XX 0001207777                   |
| NOVO BUILDING               | IM-3036                         | VA0001387757                    |
| PRODUCTS, LLC               | IM-3036                         | VA 0001207759                   |
| NOVO BUILDING               | IM-3036                         | VA0001387758                    |
| PRODUCTS, LLC NOVO BUILDING | IM-3038                         | VA0001387759                    |
| PRODUCTS, LLC               | IWI-3038                        | VA0001387739                    |
| NOVO BUILDING               | IM-5109                         | VA0001387755                    |
| PRODUCTS, LLC               | NVI-3109                        | VA0001387733                    |
| NOVO BUILDING               | IM-7005                         | VA0001290319                    |
| PRODUCTS, LLC               | 111 7003                        | V10001250315                    |
| NOVO BUILDING               | IM-CA-44                        | VA0001290322                    |
| PRODUCTS, LLC               |                                 | V110001250322                   |
| NOVO BUILDING               | IM-CA-45                        | VA0001290321                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-CA-46                        | VA0001290328                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-CA-47                        | VA0001290327                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-CA-48                        | VA0001290329                    |
| PRODUCTS, LLC               |                                 |                                 |
| NOVO BUILDING               | IM-CA-49                        | VA0001290326                    |

[Intellectual Property Security Agreement] Schedule 1 – Page 1

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| DDODLICTS LLC | I                        |                  |
|---------------|--------------------------|------------------|
| PRODUCTS, LLC | IM-CA-50                 | VA 0001200225    |
| NOVO BUILDING | IM-CA-30                 | VA0001290325     |
| PRODUCTS, LLC | D. C. C. C. 1            | V. 1 0001200221  |
| NOVO BUILDING | IM-CA-51                 | VA0001290324     |
| PRODUCTS, LLC | 7.5.6.1.7.1              | XX + 00042077 (2 |
| NOVO BUILDING | IM-CA74                  | VA0001387762     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-CA75                  | VA0001387756     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-CA76                  | VA0001387764     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-CA77                  | VA0001387763     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-CA78                  | VA0001387761     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-CA79                  | VA0001387760     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | Leaf & berry corbels     | VA0001236576     |
| PRODUCTS, LLC | Owned along with Hafele  |                  |
|               | America Company and      |                  |
|               | Starmark Cabinetry, Inc. |                  |
| NOVO BUILDING | IM-3000                  | VA0001266902     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3001                  | VA0001266921     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3002                  | VA0001266916     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3003                  | VA0001266932     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3004                  | VA0001266918     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3005                  | VA0001266949     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3009                  | VA0001266901     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3010                  | VA0001266913     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3011                  | VA0001266917     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3012                  | VA0001266900     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3013                  | VA0001266922     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3014                  | VA0001266939     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3016                  | VA0001266906     |
| PRODUCTS, LLC |                          |                  |
| NOVO BUILDING | IM-3020                  | VA0001266941     |
| PRODUCTS, LLC |                          |                  |

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| NOVO BUILDING               | IM 2024     | VA 0001266020 |
|-----------------------------|-------------|---------------|
| NOVO BUILDING               | IM-3024     | VA0001266920  |
| PRODUCTS, LLC               | IM 2025     | VA0001266010  |
| NOVO BUILDING               | IM-3025     | VA0001266919  |
| PRODUCTS, LLC               | IM 2026     | VA0001266005  |
| NOVO BUILDING               | IM-3026     | VA0001266905  |
| PRODUCTS, LLC               | IM 7000     | VA 0001266046 |
| NOVO BUILDING               | IM-7000     | VA0001266946  |
| PRODUCTS, LLC               | D4 7001     | NA 0001266047 |
| NOVO BUILDING               | IM-7001     | VA0001266947  |
| PRODUCTS, LLC               | IM 7002     | VA 0001266014 |
| NOVO BUILDING               | IM-7003     | VA0001266914  |
| PRODUCTS, LLC               | IM 7010     | VA0001266045  |
| NOVO BUILDING               | IM-7010     | VA0001266945  |
| PRODUCTS, LLC NOVO BUILDING | IM-CA-28    | VA0001266935  |
| PRODUCTS, LLC               | IWI-CA-28   | VA0001200933  |
| NOVO BUILDING               | IM-CA-29    | VA0001366037  |
| PRODUCTS, LLC               | IM-CA-29    | VA0001266927  |
| NOVO BUILDING               | IM-CA-30    | VA0001266903  |
| PRODUCTS, LLC               | IM-CA-30    | V A0001200903 |
| NOVO BUILDING               | IM-CA-31    | VA0001266928  |
| PRODUCTS, LLC               | IM-CA-31    | V A0001200928 |
| NOVO BUILDING               | IM-CA-32    | VA0001266912  |
| PRODUCTS, LLC               | IM-CA-32    | VA0001200912  |
| NOVO BUILDING               | IM-CA-33    | VA0001266933  |
| PRODUCTS, LLC               | IM-CA-33    | VA0001200933  |
| NOVO BUILDING               | IM-CA-37    | VA0001266911  |
| PRODUCTS, LLC               | INI-CA-37   | VA0001200911  |
| NOVO BUILDING               | IM-CA-38    | VA0001266934  |
| PRODUCTS, LLC               | INI-CA-36   | VA0001200934  |
| NOVO BUILDING               | IM-CA-39    | VA0001266929  |
| PRODUCTS, LLC               | INI-CIA-37  | V/10001200929 |
| NOVO BUILDING               | IM-CA-40    | VA0001266904  |
| PRODUCTS, LLC               | INI-CA-40   | VA0001200904  |
| NOVO BUILDING               | IM-CA-41    | VA0001266936  |
| PRODUCTS, LLC               |             | V110001200930 |
| NOVO BUILDING               | IM-CA-42    | VA0001266937  |
| PRODUCTS, LLC               | 11,1 011 12 | 1110001200707 |
| NOVO BUILDING               | IM-CA-43    | VA0001266907  |
| PRODUCTS, LLC               |             | ,110001200707 |
| NOVO BUILDING               | IM-CA-56    | VA0001266940  |
| PRODUCTS, LLC               |             |               |
| NOVO BUILDING               | IM-CA-57    | VA0001266930  |
| PRODUCTS, LLC               |             |               |
| NOVO BUILDING               | IM-CA-58    | VA0001266948  |
| PRODUCTS, LLC               |             |               |
| NOVO BUILDING               | IM-CA-59    | VA0001266943  |
| PRODUCTS, LLC               |             |               |
| NOVO BUILDING               | IM-CA-60    | VA0001266944  |
|                             | 1           |               |

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| PRODUCTS, LLC               |  |                              |
|-----------------------------|--|------------------------------|
| NOVO BUILDING               | IM-CA-61   | VA0001266931                 |
| PRODUCTS, LLC               | IWI-CA-01  | VA0001200931                 |
| NOVO BUILDING               | IM-CA-62   | VA0001266938                 |
| PRODUCTS, LLC               | INI-CA-02  | VA0001200938                 |
| NOVO BUILDING               | IM-CA-63   | VA0001266942                 |
| PRODUCTS, LLC               | IWI-CA-03  | VA0001200942                 |
| NOVO BUILDING               | PR-MU-OP-197   | VA0001266926                 |
| PRODUCTS, LLC               | PR-MU-OP-197   | VA0001200920                 |
| NOVO BUILDING               | PR-MU-OP-257   | VA0001266924                 |
| PRODUCTS, LLC               | PR-MU-OF-237   | VA0001200924                 |
| NOVO BUILDING               | PR-MU-OP-258   | VA0001266910                 |
|                             | PR-MU-OP-238   | VA0001200910                 |
| PRODUCTS, LLC NOVO BUILDING | PR-MU-OP-259   | VA0001266909                 |
| l .                         | PR-MU-OP-239   | V A0001200909                |
| PRODUCTS, LLC               | DD MIL OD 260  | VA 0001266000                |
| NOVO BUILDING               | PR-MU-OP-260   | VA0001266908                 |
| PRODUCTS, LLC               | DD MIL OD 261  | VA 0001266022                |
| NOVO BUILDING               | PR-MU-OP-261   | VA0001266923                 |
| PRODUCTS, LLC               | DD MIL OD 262  | VA 0001266025                |
| NOVO BUILDING               | PR-MU-OP-262   | VA0001266925                 |
| PRODUCTS, LLC               | DD MIL OD 262  | VA 0001266015                |
| NOVO BUILDING               | PR-MU-OP-263   | VA0001266915                 |
| PRODUCTS, LLC               | D t li C D Ct (  | TW0004167225                 |
| NOVO BUILDING               | Partnership for Profits (computer                                      | TX0004167235                 |
| PRODUCTS, LLC               | file)  |                              |
|                             | The Copyright  |                              |
|                             | registration is actually in  |                              |
|                             | the name of The Empire   |                              |
|                             | Company, Inc. (former name of The Empire                               |                              |
|                             | Company LLC) and   |                              |
|                             | 1 * * '  |                              |
| NOVO BUILDING               | Steven Hawks Architectural Wood Mouldings,                             | TX0002725101                 |
| PRODUCTS, LLC               | A Detail that Makes the  | 170002/23101                 |
| TRODUCTS, LLC               | Difference: (advertising material)                                     |                              |
|                             | text   |                              |
| NOVO BUILDING               | Architectural Wood Mouldings:  | TX0002805298                 |
| PRODUCTS, LLC               | The Classic Elegance of Wood   | 1730002003290                |
| TRODUCTS, LLC               | (text)   |                              |
| NOVO BUILDING               | Architectural Wood Mouldings:  | TX0002718251                 |
| PRODUCTS, LLC               | The Complete Selection of  | 1730002/10231                |
| TRODUCTS, LLC               | Classic Wood Mouldings (Visual   |                              |
|                             | Material)  |                              |
| NOVO BUILDING               | No. 706 (Visual Material)  | VA0000288661                 |
| l .                         | 1 10. 700 ( 1 ISUAL MIAICITAL)   | 110000200001                 |
| I PRODUCTS LLC              |  |                              |
| PRODUCTS, LLC NOVO BUILDING | Solid Wood Architectural   | TX0002785744                 |
| NOVO BUILDING               | Solid Wood Architectural Casings (text)                                | TX0002785744                 |
|                             | Solid Wood Architectural Casings (text) Seven reasons that L. J. Smith | TX0002785744<br>VA0000561398 |

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| PRODUCTS, LLC   | stair systems means big bucks to     |                 |
|-----------------|--------------------------------------|-----------------|
|                 | you!                                 |                 |
| NOVO BUILDING   | Accustair computerized take-off.     | PA0000729757    |
| PRODUCTS, LLC   |                                      |                 |
| NOVO BUILDING   | Baluster centerline tool             | VA0000561410    |
| PRODUCTS, LLC   | instructions.                        |                 |
| NOVO BUILDING   | Bending rail instructions.           | VA0000561372    |
| PRODUCTS, LLC   |                                      |                 |
| NOVO BUILDING   | Chalis Stairways, Inc. brochure /    | V2859P008-009   |
| PRODUCTS, LLC   | By Challis Stairways, Inc.           |                 |
| NOVO BUILDING   | Challis Stair Parts : form no. S-    | VA0000583144    |
| PRODUCTS, LLC   | 0293 CHADSL.                         |                 |
| NOVO BUILDING   | Challis Stair Parts : form no. S-    | VA0000583145    |
| PRODUCTS, LLC   | 0293 CHALLIS.                        |                 |
| NOVO BUILDING   | Challis stair parts : no. LJ-0194,   | VA0000644931    |
| PRODUCTS, LLC   | CHPRIC.                              |                 |
| NOVO BUILDING   | Climbing volute installation         | VA0000644937    |
| PRODUCTS, LLC   | instructions: LJ-0294, CVINST.       |                 |
| NOVO BUILDING   | The colonial series.                 | VA0000561414    |
| PRODUCTS, LLC   |                                      |                 |
| NOVO BUILDING   | The Conect-A-Kit advantage.          | VA0000644932    |
| PRODUCTS, LLC   |                                      |                 |
| NOVO BUILDING   | Conect-A-Kit assembly                | VA0000644933    |
| PRODUCTS, LLC   | instructions : LJ-0194-              |                 |
|                 | CAKINST.                             |                 |
| NOVO BUILDING   | Exterior rail and porch systems:     | VA0000644930    |
| PRODUCTS, LLC   | no. M-0893, exterior.                |                 |
| NOVO BUILDING   | False tread installation.            | VA0000561373    |
| PRODUCTS, LLC   |                                      |                 |
| NOVO BUILDING   | False tread kit installation         | VA0000645965    |
| PRODUCTS, LLC   | instructions : no. LJ-0194-          |                 |
|                 | FTKIT.                               |                 |
| NOVO BUILDING   | Handrail fitting installation        | VA0000561375    |
| PRODUCTS, LLC   | instructions.                        |                 |
| NOVO BUILDING   | Have you been looking for the        | VA0000561412    |
| PRODUCTS, LLC   | answer to your sales problems        |                 |
|                 | with stairparts?                     |                 |
| NOVO BUILDING   | Instructions for determining         | VA0000645966    |
| PRODUCTS, LLC   | utility newel height under           |                 |
|                 | volutes, turnouts, starting easings  |                 |
|                 | with cap or climbing volutes : no.   |                 |
| NOVO PVIII POUS | LJ-0194-NWLINST.                     | B10000612125    |
| NOVO BUILDING   | Kurver kit video.                    | PA0000612135    |
| PRODUCTS, LLC   |                                      | XXX 0000561205  |
| NOVO BUILDING   | L.J. Smith balustrade installation   | VA0000561397    |
| PRODUCTS, LLC   | guide.                               | *** 0000561 101 |
| NOVO BUILDING   | L.J. Smith circular and spiral stair | VA0000561401    |
| PRODUCTS, LLC   | systems.                             | 771 0000761 106 |
| NOVO BUILDING   | L.J. Smith code compliance,          | VA0000561406    |

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| PRODUCTS, LLC  | turning the 4" sphere rule into profits! |   |
|----------------|--|---|
| NOVO BUILDING  | L.J. Smith Construction                  | VA0000561416                            |
| PRODUCTS, LLC  | techniques.                              | ¥110000301410                           |
| NOVO BUILDING  | L.J. Smith Custom stair division.        | VA0000561419                            |
| PRODUCTS, LLC  | 2.3. Similir Custom stan division.       | V10000301419                            |
| NOVO BUILDING  | L.J. Smith displays.                     | VA0000561376                            |
| PRODUCTS, LLC  | 2.3. Omiti displays.                     | V110000301370                           |
| NOVO BUILDING  | L.J. Smith, How to layout a              | VA0000561421                            |
| PRODUCTS, LLC  | circular staircase.                      | ,11000001121                            |
| NOVO BUILDING  | L.J. Smith, Inc., 34"-38" code           | VA0000561415                            |
| PRODUCTS, LLC  | compliance.                              | 1 |
| NOVO BUILDING  | L.J. Smith, Inc. Installation guide,     | VA0000561418                            |
| PRODUCTS, LLC  | spiral staircase.                        |   |
| NOVO BUILDING  | L.J. Smith metal spiral stair            | VA0000561409                            |
| PRODUCTS, LLC  | systems.                                 |   |
| NOVO BUILDING  | L.J. Smith metal spiral stair            | VA0000561408                            |
| PRODUCTS, LLC  | systems installation guide.              |   |
| NOVO BUILDING  | L.J. Smith presents a wooden pre-        | VA0000561433                            |
| PRODUCTS, LLC  | assembled adjustable railing             |   |
|                | system.                                  |   |
| NOVO BUILDING  | L.J. Smith Quality hardwood              | VA0000561420                            |
| PRODUCTS, LLC  | circular stairs installation guide.      |   |
| NOVO BUILDING  | L.J. Smith Quality hardwood stair        | VA0000561431                            |
| PRODUCTS, LLC  | systems.                                 |   |
| NOVO BUILDING  | L.J. Smith quality hardwood stair        | VA0000664979                            |
| PRODUCTS, LLC  | systems and primed balusters             |   |
|                | price list : effective January 3, 1994.  |   |
| NOVO BUILDING  | L.J. Smith quality hardwood stair        | VA0000561403                            |
| PRODUCTS, LLC  | systems cherry price list                |   |
|                | effective Jan. 1, 1990.                  |   |
| NOVO BUILDING  | L.J. Smith quality hardwood stair        | VA0000561405                            |
| PRODUCTS, LLC  | systems, price list effective            |   |
|                | February 24, 1992.                       |   |
| NOVO BUILDING  | L.J. Smith Quality hemlock stair         | VA0000561428                            |
| PRODUCTS, LLC  | systems.                                 |   |
| NOVO BUILDING  | L.J. Smith quality hemlock stair         | VA0000664677                            |
| PRODUCTS, LLC  | systems: form no.                        |   |
|                | LJ0394HEMCAT.                            |   |
| NOVO BUILDING  | L.J. Smith quality hemlock stair         | VA0000561404                            |
| PRODUCTS, LLC  | systems price list effective             |   |
| NOVO PUR PRIS  | February 24, 1992.                       | VIA 0000 CC 4070                        |
| NOVO BUILDING  | L.J. Smith quality hemlock stair         | VA0000664978                            |
| PRODUCTS, LLC  | systems price list: effective            |   |
| NONO BITT BRIC | January 3, 1994.                         | VA 0000761272                           |
| NOVO BUILDING  | L.J. Smith stair systems (clip-art       | VA0000561378                            |
| PRODUCTS, LLC  | collection)                              | VA 0000561400                           |
| NOVO BUILDING  | L.J. Smith stair systems newel           | VA0000561400                            |

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| PRODUCTS, LLC               | mounting kit: no. S-3004.          |                  |
|-----------------------------|------------------------------------|------------------|
| NOVO BUILDING               | L.J. Smith stair systems newel     | VA0000561399     |
| PRODUCTS, LLC               | mounting plate: no. S-3006.        | V110000301399    |
| NOVO BUILDING               | L.J. Smith stair systems primed    | VA0000561402     |
| PRODUCTS, LLC               | balusters price list, effective    | 1110000301102    |
| TROBUCTS, EEC               | February 24, 1992.                 |                  |
| NOVO BUILDING               | L.J. Smith Stair systems RailPro   | VA0000561427     |
| PRODUCTS, LLC               | adjustable railing.                |                  |
| NOVO BUILDING               | L.J. Smith Stair systems RailPro   | VA0000561423     |
| PRODUCTS, LLC               | adjustable railing (clip-art)      |                  |
| NOVO BUILDING               | L.J. Smith Stair systems RailPro   | VA0000561426     |
| PRODUCTS, LLC               | adjustable railing preassembled,   |                  |
| ,                           | easy and quick installation, labor |                  |
|                             | saving.                            |                  |
| NOVO BUILDING               | L.J. Smith stair systems, use and  | TX0004148730     |
| PRODUCTS, LLC               | care statement.                    |                  |
| NOVO BUILDING               | An L.J. Smith stairway adds        | VA0000655743     |
| PRODUCTS, LLC               | lasting beauty and value to your   |                  |
|                             | home.                              |                  |
| NOVO BUILDING               | L.J. Smith stairway installation   | VA0000581186     |
| PRODUCTS, LLC               | tools and hardware.                |                  |
| NOVO BUILDING               | [Logo ad slick] : no. S-0194,      | VA0000644935     |
| PRODUCTS, LLC               | logos.                             |                  |
| NOVO BUILDING               | Morgan stair systems list prices.  | TX0003559087     |
| PRODUCTS, LLC               |                                    |                  |
| NOVO BUILDING               | Morgan stairways.                  | VA0000561377     |
| PRODUCTS, LLC               |                                    | 771 0000 761 100 |
| NOVO BUILDING               | Morgan Stairways.                  | VA0000561430     |
| PRODUCTS, LLC               | 76                                 | N/A 0000570220   |
| NOVO BUILDING               | Morgan stairways.                  | VA0000570328     |
| PRODUCTS, LLC NOVO BUILDING | Magazzatai                         | VA0000570329     |
| PRODUCTS, LLC               | Morgan stairways.                  | VA0000370329     |
| NOVO BUILDING               | Morgan Stairways : form no. M-     | VA0000583207     |
| PRODUCTS, LLC               | 0592.                              | VA0000383207     |
| NOVO BUILDING               | New line take-off floor plans.     | VA0000645753     |
| PRODUCTS, LLC               | Thew fine take off floor plans.    | V110000043733    |
| NOVO BUILDING               | "One step at a time" stair system  | VA0000561432     |
| PRODUCTS, LLC               | installation guide.                |                  |
| NOVO BUILDING               | A plan for distinctive design.     | PA0000658976     |
| PRODUCTS, LLC               | - Francisco design                 |                  |
| NOVO BUILDING               | Predrilled exterior balustrade     | VA0000644936     |
| PRODUCTS, LLC               | installation instructions.         |                  |
| NOVO BUILDING               | Procurve component parts           | VA0000581185     |
| PRODUCTS, LLC               | circular stair system.             |                  |
| NOVO BUILDING               | Product line refinement : no. LJ-  | VA0000644929     |
| PRODUCTS, LLC               | 1193, PLR.                         |                  |
| NOVO BUILDING               | Quality hardwood stair systems:    | VA0000644939     |
| PRODUCTS, LLC               | no. LJ-0194, LJSYST.               |                  |

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| NOVO BUILDING                  | Quotation comparison checklist          | TX0003528775       |
|--------------------------------|---|--------------------|
| PRODUCTS, LLC                  | for circular staircases.                | 774 0000 5 (1.42.4 |
| NOVO BUILDING                  | Rail Easy, Morgan Stairways.            | VA0000561434       |
| PRODUCTS, LLC                  | D-1F                                    | VA 0000561412      |
| NOVO BUILDING                  | Rail Easy stair system.                 | VA0000561413       |
| PRODUCTS, LLC                  | D 'ID 1' + 11 'I'                       | VA 0000561424      |
| NOVO BUILDING                  | RailPro adjustable railing              | VA0000561424       |
| PRODUCTS, LLC                  | featuring full adjustability.           | V. 4.0000.5.61.422 |
| NOVO BUILDING                  | RailPro assembly and installation       | VA0000561422       |
| PRODUCTS, LLC                  | guide.                                  | DA 0000(12124      |
| NOVO BUILDING                  | RailPro assembly and installation       | PA0000612134       |
| PRODUCTS, LLC                  | video.                                  | F770002550006      |
| NOVO BUILDING                  | RailPro price list.                     | TX0003559086       |
| PRODUCTS, LLC                  | D 1D . 1 1 1                            | TX0002520776       |
| NOVO BUILDING                  | RailPro retail dealer stocking          | TX0003528776       |
| PRODUCTS, LLC                  | display.                                | TA 0000561425      |
| NOVO BUILDING                  | Replace it yourself with the new        | VA0000561425       |
| PRODUCTS, LLC                  | L. J. Smith RailPro all wood            |                    |
| NOVO BUIL DING                 | adjustable railing system.              | DA 0000750007      |
| NOVO BUILDING                  | Selling RailPro.                        | PA0000658807       |
| PRODUCTS, LLC                  | C-11:                                   | DA 0000(1212(      |
| NOVO BUILDING                  | Selling stair systems.                  | PA0000612136       |
| PRODUCTS, LLC                  | Calling and to L. I. Carithantain       | VA 0000571274      |
| NOVO BUILDING                  | Selling up to L. J. Smith stair         | VA0000561374       |
| PRODUCTS, LLC                  | systems.                                | TV0002517225       |
| NOVO BUILDING                  | Stair parts conversion chart.           | TX0003517225       |
| PRODUCTS, LLC                  | Stairmyov in stallation                 | DA 0000715101      |
| NOVO BUILDING<br>PRODUCTS, LLC | Stairway installation improvements.     | PA0000715101       |
| NOVO BUILDING                  | Stairway installation tools &           | PA0000715167       |
| PRODUCTS, LLC                  | hardware.                               | PA0000/1310/       |
| NOVO BUILDING                  | Stairway installer information :        | VA0000645964       |
| PRODUCTS, LLC                  | no. LJ-0294, PLRFLYR.                   | VA0000043904       |
| NOVO BUILDING                  | Stairway manual : installation          | VA0000644938       |
| PRODUCTS, LLC                  |   | VA0000044938       |
| 1 RODUCTS, ELC                 | guide for stairs : no. M-0593, STAIRGD. |                    |
| NOVO BUILDING                  | Starting step installation              | VA0000644934       |
| PRODUCTS, LLC                  | instructions : no.                      | 110000077/37       |
| TRODUCTS, ELC                  | S-0194-SSINST.                          |                    |
| NOVO BUILDING                  | Stepping up with L. J. Smith stair      | VA0000664980       |
| PRODUCTS, LLC                  | systems.                                | 111000001700       |
| NOVO BUILDING                  | Stepping up with L. J. Smith stair      | VA0000561429       |
| PRODUCTS, LLC                  | systems.                                |                    |
| NOVO BUILDING                  | Take off checklist, sample floor        | VA0000561407       |
| PRODUCTS, LLC                  | plans.                                  | 113000001107       |
| NOVO BUILDING                  | Takeoff checklist over the post         | TX0003528777       |
| PRODUCTS, LLC                  | system.                                 |                    |
| NOVO BUILDING                  | Transition fittings.                    | VA0000561417       |
| PRODUCTS, LLC                  | Transition Ittings.                     | 1110000001117      |
| 11.000010, 220                 | <u> </u>                                |                    |

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| NOVO BUILDING | Your materials list.             | VA0000561411 |
|---------------|----------------------------------|--------------|
| PRODUCTS, LLC |                                  |              |
| NOVO BUILDING | L. J. Smith stair systems.       | VA0001382262 |
| PRODUCTS, LLC |                                  |              |
| NOVO BUILDING | L.J. Smith stair systems.        | VA0000649267 |
| PRODUCTS, LLC |                                  |              |
| NOVO BUILDING | Use and care statement / from L. | TX0003517226 |
| PRODUCTS, LLC | J. Smith.                        |              |

# II. Patents and Patent Applications

| Grantor                        | <u>Title</u>                      | Filing Date/<br>Issued Date | Application/Registration<br>Number |
|--------------------------------|-----------------------------------|-----------------------------|------------------------------------|
| NOVO BUILDING<br>PRODUCTS, LLC | Baluster Driving<br>Tool          | 6/16/04                     | 7,281,310                          |
| NOVO BUILDING<br>PRODUCTS, LLC | Newell System and<br>Installation | 10/22/13                    | 8,973,314                          |
| NOVO BUILDING<br>PRODUCTS, LLC | Three-Sided Box<br>Newell         | 10/22/13                    | D735,362                           |

# III. <u>Trademarks and Trademark Applications</u>

| Grantor                        | Mark              | Application/<br>Registration<br>No. | Country          | Registration<br>Date |
|--------------------------------|-------------------|-------------------------------------|------------------|----------------------|
| NOVO BUILDING<br>PRODUCTS, LLC | EMPIRE            | TMA495953                           | Canada           | 6/12/1998            |
| NOVO BUILDING<br>PRODUCTS, LLC | EMPIRE            | 2414144                             | United<br>States | 12/19/2000           |
| NOVO BUILDING<br>PRODUCTS, LLC | CREATIVE CREATIVE | 5882720                             | United<br>States | 10/15/2019           |
| NOVO BUILDING<br>PRODUCTS, LLC | EMPIRE            | 6108739                             | United<br>States | 7/21/2020            |
| NOVO BUILDING<br>PRODUCTS, LLC | EMPIRE  EMPIRE    | 6078373                             | United<br>States | 6/16/2020            |

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| NOVO BUILDING                  | NOVO AND DESIGN  | 6062671    | United           | 5/26/2020  |
|--------------------------------|--|------------|------------------|------------|
| PRODUCTS, LLC                  |  |            | States           |            |
|                                | NOVO   |            |                  |            |
| NOVO BUILDING PRODUCTS, LLC    | ORNAMENTAL AND DESIGN  | 5901084    | United<br>States | 11/5/2019  |
|                                |  |            |                  |            |
|                                | ORNAMENTAL   |            |                  |            |
| NOVO BUILDING<br>PRODUCTS, LLC | SOUTHWEST AND DESIGN   | 5889077    | United<br>States | 10/22/2019 |
| TRODUCTS, ELC                  | and the second s |            | States           |            |
|                                | SOUTHWEST  |            |                  |            |
| NOVO BUILDING                  | LOVE THE ROOM  | 5834150    | United           | 8/13/2019  |
| PRODUCTS, LLC                  |  |            | States           |            |
|                                |  |            |                  |            |
| NOVO BUILDING<br>PRODUCTS, LLC | LOVE THE ROOM AND DESIGN   | 5834148    | United<br>States | 8/13/2019  |
| , ===                          |  |            |                  |            |
|                                | <b>LOVE</b> THE ROOM   |            |                  |            |
| NOVO BUILDING<br>PRODUCTS, LLC | ARMOURWOOD   | TMA793,606 | Canada           | 03/22/2011 |
| PRODUCTS, LLC                  |  |            |                  |            |
| NOVO BUILDING                  | ARTISE & WRIGHT  | 4785356    | United           | 8/4/2015   |
| PRODUCTS, LLC                  |  |            | States           |            |
| NOVO BUILDING                  | EASITRIM   | 1815926    | United           | 1/11/1994  |
| PRODUCTS, LLC                  |  |            | States           |            |
| NOVO BUILDING                  | L. J. SMITH STAIR SYSTEMS  | 5094699    | United           | 12/06/2016 |
| PRODUCTS, LLC                  | AND DESIGN   |            | States           |            |
|                                | LJ. Smith  |            |                  |            |
|                                |  |            |                  |            |

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|                                |  | 1          | T                | 1                |
|--------------------------------|--|------------|------------------|------------------|
| NOVO BUILDING<br>PRODUCTS, LLC | L. J. SMITH STAIR SYSTEMS                | 1999084    | United<br>States | 9/10/1996        |
| NOVO BUILDING<br>PRODUCTS, LLC | L. J. SMITH STAIR SYSTEMS<br>AND DESIGN  | 2000655    | United<br>States | 9/17/1996        |
|                                | M 1.1 South man-                         |            |                  |                  |
| NOVO BUILDING                  | COVERTRIM AND DESIGN                     | 6213331    | United           | D 01             |
| PRODUCTS, LLC                  | COVER <b>TRIM</b>                        |            | States           | Dec. 01,<br>2020 |
| NOVO BUILDING                  |  |            |                  |                  |
| PRODUCTS, LLC                  | CONECT-A-KIT                             | 1,815,426  | United<br>States | 1/4/1994         |
| NOVO BUILDING<br>PRODUCTS, LLC |  |            |                  | - / /            |
|                                | Easitrim                                 | TMA430,481 | Canada           | 7/15/1994        |
| NOVO BUILDING                  |  |            |                  |                  |
| PRODUCTS, LLC                  | Ornamental Mouldings<br>Limited & Design | TMA375,900 | Canada           | 11/16/1990       |
| NOVO BUILDING                  |  |            |                  |                  |
| PRODUCTS, LLC                  | Ornamental (Stylized)                    | 2435175    | United<br>States | 3/13/2001        |
| NOVO BUILDING                  |  |            |                  |                  |
| PRODUCTS, LLC                  | RAILPRO                                  | 2,674,958  | United<br>States | 1/14/2003        |
| NOVO BUILDING                  |  |            |                  |                  |
| PRODUCTS, LLC                  | RAIL PRO plus design                     | 2,639,309  | United<br>States | 10/22/2002       |
| NOVO BUILDING<br>PRODUCTS, LLC | ACCUSTAIR                                | 1,832,042  | United<br>States | 4/19/1994        |

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**RECORDED: 05/25/2021**