

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP PARIBAS		06/03/2021	BANKING CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2401389	UNIVERSAL COLOR	
Registration Number:	3068979	REVOLVE	
Registration Number:	3199592	SILKWORKS	
Registration Number:	3504472	UNIVERSAL FIBERS	
Registration Number:	3512422	HELIX	
Registration Number:	3592816	REFRESH FIBER	
Registration Number:	3592698	EARTHSMART TECHNOLOGY	
Registration Number:	3860178	EARTHSMART	
Serial Number:	85943712	INTRAFLEX	
Serial Number:	86149458	RISE	
Serial Number:	86164166	PRESTIVA	
Registration Number:	4563454	EVERY MINUTE MATTERS	
Registration Number:	4679304	ENTREX	
Registration Number:	4679305	REVEAL	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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>			

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Phone: 212-806-5400
Email: MVILLARIN@STROOCK.COM, JMANN@STROOCK.COM
Correspondent Name: STROOCK & STROOCK & LAVAN LLP
Address Line 1: 180 MAIDEN LANE
Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER: 002838/0026

NAME OF SUBMITTER: JEFFREY MANN

SIGNATURE: /Jeffrey Mann/

DATE SIGNED: 06/07/2021

Total Attachments: 8

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “Assignment”) is made and entered into as of June 3, 2021 by BNP PARIBAS, as the original Administrative Agent and original Collateral Agent (in such capacity, “Assignor”) under the Credit Agreement (as defined below), in favor of ALTER DOMUS (US) LLC, a Delaware limited liability company, as the successor administrative agent and successor collateral agent (in such capacity, “Assignee”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

WITNESSETH

WHEREAS, reference is hereby made to that certain First Lien Credit Agreement, dated as of October 2, 2015, as amended (the “Credit Agreement”) by that certain First Amendment to First Lien Credit Agreement, dated as of October 19, 2016, by that certain Second Amendment to First Lien Credit Agreement, dated as of May 23, 2017, by that certain Third Amendment to First Lien Credit Agreement, dated as of March 20, 2019, by that certain Limited Waiver and Fourth Amendment to First Lien Credit Agreement, dated as of July 13, 2020, by that certain Waiver and Fifth Amendment to First Lien Credit Agreement, dated as of October 2, 2020, by that certain Sixth Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of May 4, 2021 (the “Sixth Amendment”), and as may be further amended, restated, supplemented, restructured, refinanced, or otherwise modified from time to time, among Borrower, each Lenders party thereto from time to time, the Guarantors, and Assignee;

WHEREAS, in accordance with the Credit Agreement, UNIVERSAL FIBERS, INC. (“Grantor”), granted to Assignor for the benefit of the Secured Parties a security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral (as defined below) pursuant to that certain Grant of Security Interest in Trademarks, dated October 2, 2015, by Grantor in favor of Assignor, recorded at the United States Patent and Trademark Office at Reel/Frame 05636/0419 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Sixth Amendment, Assignor has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, and Assignee has assumed and succeeded to all of the rights, powers, duties and obligations of Assignor as Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Credit Agreement and the Trademark Security Agreement, including, without limitation, all of Assignor’s security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee, for the ratable benefit of the Lenders and Secured Parties, all of Assignor's security interest in, all right, title or interest in, to or under any and all of the following assets and properties owned by the Grantor as of the execution of the Trademark Security Agreement or at any time acquired thereafter by the Grantor, or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to the Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

2. Acknowledgment of Grantor. The security interest assigned to Assignee as the successor Administrative Agent and successor Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Credit Agreement and the other Loan Documents, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, all right, title or interest in, to or under any and all of the Trademark Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CONFLICT OF LAWS PROVISIONS THEREUNDER.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile

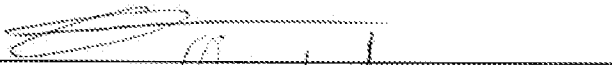
transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.


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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

BNP PARIBAS, as the original Administrative Agent and original Collateral Agent

By: 
Name: Guillaume Chouet
Title: Vice President

By: 
Name: Will Martin
Title: Vice President

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[Signature Page to Assignment of Trademark Security Agreement]

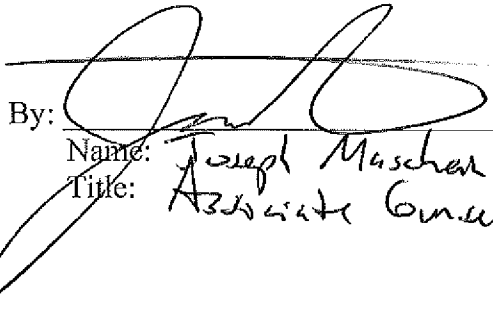
TRADEMARK
REEL: 007319 FRAME: 0385

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

ALTER DOMUS (US) LLC, as the successor
Administrative Agent and successor Collateral Agent

By: 
Name: Joseph Mascher
Title: Associate Counsel

Error!

[Signature Page to Assignment of Trademark Security Agreement]

TRADEMARK
REEL: 007319 FRAME: 0386

ACCEPTED AND AGREED
as of the date above first written:

UNIVERSAL FIBERS, INC., as a Grantor

By: 
Name: Marcus Ammen
Title: Chief Executive Officer

[Signature Page to Assignment of Trademark Security Agreement]

TRADEMARK
REEL: 007319 FRAME: 0387

Schedule A

Trademarks

Mark	Drawing Type	Serial No.	Registration No.	Filing Date	Registration Date	Legal Owner
UNIVERSAL COLOR	TYPESET WORD(S)/ LETTER(S)/ NUMBER(S)	75622697	2401389	1/19/1999	11/7/2000	UNIVERSAL FIBERS, INC.
REVOLVE	TYPESET WORD(S)/ LETTER(S)/ NUMBER(S)	78266216	3068979	06/24/2003	3/14/2006	UNIVERSAL FIBERS, INC.
SILKWORKS	STANDARD CHARACTER MARK	78563377	3199592	2/09/2005	1/16/2007	UNIVERSAL FIBERS, INC.
UNIVERSAL FIBERS (WITH DESIGN)	AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	77391987	3504472	02/08/2008	9/23/2008	UNIVERSAL FIBERS, INC.
HELIX	STANDARD CHARACTER MARK	77444709	3512422	04/10/2008	10/7/2008	UNIVERSAL FIBERS, INC.
REFRESH FIBER	STANDARD CHARACTER MARK	77460689	3592816	04/29/2008	3/17/2009	UNIVERSAL FIBERS, INC.
EARTHSMART TECHNOLOGY	STANDARD CHARACTER MARK	77399547	3592698	02/18/2008	3/17/2009	UNIVERSAL FIBERS, INC.
EARTHSMART (WITH DESIGN)	AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	77948126	3860178	03/02/2010	10/12/2010	UNIVERSAL FIBERS, INC.
INTRAFLEX	STANDARD CHARACTER MARK	85943712	N/A	05/28/2013	N/A	UNIVERSAL FIBERS, INC.
RISE	STANDARD CHARACTER MARK	86149458	N/A	12/20/2013	N/A	UNIVERSAL FIBERS, INC.
PRESTIVA	STANDARD CHARACTER MARK	86164166	N/A	1/13/2014	N/A	UNIVERSAL FIBERS, INC.
EVERY MINUTE MATTERS (SM)	STANDARD CHARACTER MARK	86118721	4563454	11/14/2013	7/8/2014	UNIVERSAL FIBERS, INC.

ENTREX	STANDARD CHARACTER MARK	85748012	4679304	10/08/2012	1/27/2015	UNIVERSAL FIBERS, INC.
REVEAL	STANDARD CHARACTER MARK	85748024	4679305	10/08/2012	1/27/2015	UNIVERSAL FIBERS, INC.