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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM654599

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Y M F Carpets, Inc.		06/16/2021	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	PNC Bank, National Association		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Association: UNITED STATES		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4727503	JEAN PIERRE NEW YORK
Registration Number:	4716491	GELCOMFORT
Serial Number:	90054441	BLOCK X
Serial Number:	90054432	ISO TEK
Serial Number:	90054399	GERM RESIST
Serial Number:	90054417	SKIN GUARD
Serial Number:	90054425	FIRST GUARD

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

CSC **Correspondent Name:**

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/17/2021

TRADEMARK REEL: 007330 FRAME: 0005

Total Attachments: 3

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TRADEMARK REEL: 007330 FRAME: 0006

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of June 16, 2021, by Y M F CARPETS, INC., a corporation organized under the laws of the State of New Jersey ("<u>Grantor</u>"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, has used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Credit Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to the Grantee, for its benefit and for the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, to secure the prompt payment and performance to the Agent and Lenders of the Obligations, Grantor hereby pledges and grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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TRADEMARK
REEL: 007330 FRAME: 0007

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

YMFCARPETS, INC.

Rv.

Name: Yaron Shemesh

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Loan Party Name	Title	Application Number and Date	Registration Number and Date	
Y M F Carpets, Inc.	Jean Pierre New York	86397382,	4,727,503,	
	Jean Fielle New Tolk	17-Sep-14	28-Apr-15	
Y M F Carpets, Inc.	Gelcomfort	86415259,	4,716,491,	
	Gelconnon	6-Oct-14	7-Apr-15	
Y M F Carpets, Inc.	Block X	90054441,	NT/A	
	DIOCK A	15-Jul-20	N/A	
Y M F Carpets, Inc.	Iso Tek	90054432,	N/A	
		15-Jul-20		
Y M F Carpets, Inc.	Germ Tech	90054432,	N/A	
	Geriii Tecii	15-Jul-20		
Y M F Carpets, Inc.	Germ Resist	90054399,	N/A	
	Geriii Kesisi	15-Jul-20		
Y M F Carpets, Inc.	Skin Guard	90054417,	N/A	
	Skiii Guaid	15-Jul-20		
Y M F Carpets, Inc.	First Guard	90054425,	N/A	
	rnst Guard	15-Jul-20		

[Schedule A]

RECORDED: 06/17/2021

TRADEMARK REEL: 007330 FRAME: 0009