

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonetto Sinks, LLC		06/23/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	18300 Von Karman Ave., Ste. 310		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3595757	SONETTO	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	7146415100		
Email:	lweiland@rutan.com		
Correspondent Name:	RUTAN & TUCKER, LLP		
Address Line 1:	18575 JAMBOREE ROAD, 9TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92612		
NAME OF SUBMITTER:	Lindy M. Herman		
SIGNATURE:	/Lindy M. Herman/		
DATE SIGNED:	07/07/2021		
Total Attachments: 16			
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THIS SECURITY AGREEMENT (this “Agreement”), dated as of June 23, 2021, is entered into between MUFG Union Bank, N.A., a national banking association (“Bank”) and Sonetto Sinks, LLC, a California limited liability company (“Grantor”).

As security for the payment and performance of all of Grantor’s Secured Obligations (as defined below) to Bank arising under that certain Guaranty, dated as of even date herewith, by and between Grantor and Bank as the same may be amended, restated, supplemented or modified and in effect from time to time (the “Guaranty”), pursuant to which Grantor has guaranteed the obligations of Great Western Sales, Inc., a California corporation (“Borrower”) under that certain Credit Agreement, dated as of December 22, 2020, by and between Borrower and Bank as the same may be amended, restated, supplemented or modified and in effect from time to time (the “Credit Agreement”), the other Loan Documents or any Swap Document (each as defined in the Credit Agreement), regardless of the manner in which or the time at which such Secured Obligations arose or shall arise, whether direct or indirect, alone or with others, or absolute or contingent, Grantor hereby grants a continuing security interest to Bank in the following personal property, whether or not delivered to or in the possession or control of Bank or its agents, and whether now or hereafter owned or in existence, and all proceeds thereof (hereinafter called the “Collateral”):

All present and hereafter acquired personal property including but not limited to all Accounts, Chattel Paper, Swap Documents, Instruments, contract rights, General Intangibles, Goods, Equipment, Inventory, Documents, certificates of title, Deposit Accounts, returned or repossessed Goods, Fixtures, farm products, poultry, livestock, crops, timber, minerals (including oil and gas) and mineral rights, Commercial Tort Claims, including without limitation those set forth on Schedule 1 attached hereto, insurance claims, rights and policies, Letter of Credit Rights, Investment Property, Supporting Obligations, and the Proceeds, products, parts, accessories, attachments, accessions, replacements, substitutions, additions, and improvements of or to each of the foregoing; all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 2 attached hereto (“Copyrights”); all patents patent applications and like protections including without limitation improvements divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth in Schedule 3 attached hereto (“Patents”); all trademark and servicemark rights whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 4 attached hereto (“Trademarks”); all amendments, renewals and extensions of any of the Copyrights, Patents, or Trademarks; all Supporting Obligations; and all Proceeds, including insurance proceeds, of any of the foregoing.

In addition to the foregoing, “Collateral” shall include all Accounts, General Intangibles and all rights to payment of any kind relating to or otherwise arising in connection with or derived from any Swap Document.

Grantor agrees not to change its state of organization, principal place of business or name, as identified below, without Bank’s prior written consent:

NAME OF GRANTOR

Sonetto Sinks, LLC

STATE OF ORGANIZATION/PRINCIPAL PLACE OF BUSINESS

California – 8737 Dice Rd, Santa Fe Springs, CA 90670

AGREEMENT

1. “Account”, “Chattel Paper”, “Commercial Tort Claims”, “Deposit Accounts”, “Documents”, “Equipment”, “Fixtures”, “General Intangibles”, “Goods”, “Instruments”, “Inventory”, “Investment Property”, “Letter of Credit Rights”, “Proceeds” and “Supporting Obligations” each have the meanings ascribed to such terms in the UCC. The term “credit” or “indebtedness” is used throughout this Agreement in its broadest and most comprehensive sense. Credit may be granted at the request of any one Grantor without further authorization by or notice to any other Grantor. All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Credit Agreement.

2. The Collateral secures the due and prompt payment and performance of:

a. the obligations of the Grantor from time to time arising under the Guaranty, this Agreement or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on the Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantor under or in respect of the Guaranty and this Agreement; and

b. all other covenants, duties, debts, obligations and liabilities of any kind of the Grantor under or in respect of the Guaranty, the Credit Agreement, this Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (collectively, the “Secured Obligations”).

3. Grantor will: (a) pay when due any payment of principal or interest due on the Loans, the Fees, any Expenses, or any other amount payable under the Guaranty or under any Loan Document; (b) execute such other documents and do such other acts and things as Bank may from time to time reasonably require to establish and maintain a valid perfected security interest in Collateral, including payment of all fees and expenses in accordance with the terms of the Guaranty; (c) furnish Bank such information concerning Grantor and Collateral as Bank may from time to time reasonably request; (d) keep Collateral separate and identifiable where such Collateral is currently located and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time upon reasonable advance notice during normal business hours; (e) not sell, assign or create or permit to exist any Lien on or security interest in Collateral in favor of anyone other than Bank, except as otherwise provided in the Credit Agreement; (f) pay all charges against Collateral prior to delinquency including but not limited to Taxes, assessments, encumbrances, insurance and diverse claims unless otherwise permitted in the Guaranty, and upon Grantor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Grantor hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses, including but not limited to reasonable attorneys' fees and expenses incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank in accordance with the terms of the Guaranty; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Grantor under the Collateral and save Bank harmless from the consequences of any failure to do so; and (l) at its own expense, upon request of Bank following and during the continuance of an Event of Default, notify any parties obligated to Grantor on any Collateral to make payment to Bank and Grantor hereby irrevocably grants Bank power of attorney to make said notifications and collections. Grantor hereby appoints Bank the true and lawful attorney of Grantor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral.

4. Grantor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, Liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto and as permitted by the Guaranty; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by Grantor to Bank heretofore or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) the execution, delivery and performance hereof are within its powers and have been duly authorized.

5. The term default as used hereunder shall mean (a) the occurrence of any Event of Default; or (b) any breach, misrepresentation or other default by Grantor under this Agreement or any other agreements between Bank and Grantor to the extent constituting an Event of Default under the Guaranty.

6. Whenever a default exists, unless waived in writing by Bank or cured to Bank's satisfaction, Bank, at its option, may: (a) without notice, accelerate the maturity of any part or all of the indebtedness and terminate any agreement for the granting of further credit to Grantor;

(b) sell, lease or otherwise dispose of Collateral at public or private sale; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of the Secured Obligations, with notice of such retention sent to Grantor as required by law; (e) notify any parties obligated on any Collateral consisting of Accounts, Instruments, Chattel Paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (f) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of the Bank in the Collateral; (g) require Grantor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (h) apply all sums received or collected from or on account of Collateral, including the proceeds of any sale thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including reasonable attorneys' fees (including the allocated costs of Bank's in house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Grantor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank of its security interest as requested in the manner provided by law; in like manner, Grantor agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (i) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code of California and in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

7. Grantor waives: (a) all right to require Bank to proceed against any other person including any other Grantor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of Grantor hereunder; (b) the defense of the Statute of Limitations in any action upon any of the Secured Obligations, to the extent waivable in accordance with applicable law; (c) any right of subrogation and any right to participate in Collateral until all of the Secured Obligations have been paid in full; and (d) to the fullest extent permitted by law, any right to oppose the appointment of a receiver or similar official to operate Grantor's business.

8. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

9. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.

10. Grantor may request the release, reassignment or return of Collateral after the payment in full of all of the Secured Obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of Grantor and then only where all of Grantor's Secured Obligations have been paid in full.

11. The Secured Obligations are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require.

12. This Agreement shall inure to the benefit of and bind Bank, its successors and permitted assigns in accordance with the Guaranty and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from any liability with respect to Collateral transferred therewith.

13. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

14. This Agreement and the other Loan Documents shall be governed by and construed according to the laws of the State of California.

15. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Agreement (each, a "Claim"), Bank and Grantor expressly, intentionally and deliberately waive any right each may otherwise have to trial by jury. This Grantor hereby incorporates any alternative dispute resolution set forth in the Credit Agreement.

[Signature Page Follows]

THIS AGREEMENT is executed on behalf of the parties by their duly authorized representative(s) as of the date first above written.

GRANTOR:

SONETTO SINKS, LLC

By: Martin Hayes
Name: Martin Hayes
Title: CEO

BANK:

MUFG UNION BANK, N.A.

By: *1st Danny K. Sung*
Name: Danny K. Sung
Title: Director

SCHEDULE 1

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 2

COPYRIGHTS

None.

SCHEDULE 3

PATENTS

None.

SCHEDULE 4
TRADEMARKS

See Attached.

Schedule 1 North American Assets


North American Assets (clause 1.1)

Trade mark	Trade mark Serial Number	Country of registration	Specifications
SONETTO	77275099	United States of America	Plumbing and sanitary installations and fittings, namely, sinks including kitchen sinks and laundry sinks; basins.

Schedule 2 Australian Assets

Australian Assets (clause 1.1)

Trade mark	Trade mark number	Specifications
SONETTO (word)	2163865	Class 6: Plumbing fittings including sink units, trough units, shower enclosures, all being of metal, sheet metal, laundry troughs Class 11: Installations for water supply and sanitary purposes; sinks; lavatories, wash basins, kitchen sinks; taps and faucets; sink units being of metal; bathroom basins and laundry troughs not of metal; vanity unit tops being wash hand basins and surrounds (parts of sanitary installations); vanity units being wash hand basins adapted for water supply installations; vanity units incorporating basins (connected to the water supply); kitchen sinks, bathroom basins and laundry troughs not of metal
DUOFORM (word)	769341	Class 11: Kitchen sinks, hand basins, laundry troughs and tubs
LAKELAND (word)	806856	Class 6: Metal plumbing fittings Class 11: Kitchen sinks of metal; sinks; basins; laundry troughs
MONET (word)	810220	Class 11: Kitchen sinks, laundry troughs and hand basins all being of metal
SOLITAIRE (word)	890242	Class 6: Metal plumbing fittings Class 11: Kitchen sinks of metal; sinks; basins; laundry troughs
NU-PETITE (word)	1029028	Class 11: Installations for water supply and sanitary purposes; sinks including kitchen sinks and laundry sinks
OLIVERI (word)	1172832	Class 6: Plumbing fittings; trough units; all being of metal Class 11: Installations for water supply and sanitary purposes; sinks; lavatories, wash basins, urinals, baths, shower screens, shower enclosures; kitchen sinks; taps and faucets; sink units being of metal, shower enclosures being of metal; bathroom basins and laundry troughs not of metal, shower enclosures not of metal
DIAZ (word)	1251252	Class 11: Installations and fittings for water supply and sanitary purposes; sinks including kitchen sinks and laundry sinks; basins, baths, tubs and troughs; tapware, tap handles, tap outlets, faucets, shower outlets; and parts, fittings and accessories in this class for the aforesaid goods
BRAVO (word)	1587788	Class 11: Sinks including kitchen, bathroom and laundry sinks; wash basins; laundry

Trade mark	Trade mark number	Specifications
		troughs; basins, tubs and troughs; tapware; tap handles, tap outlets, faucets; and parts, fittings and accessories in this class for the aforementioned goods
PURO (word)	1587798	Class 11: Sinks including kitchen, bathroom and laundry sinks
FINIRE (word)	1588629	Class 11: Sinks including kitchen, bathroom and laundry sinks
SPECTRA (word)	1610180	Class 11: Sinks including kitchen, bathroom and laundry sinks; wash basins; laundry troughs; basins, tubs and troughs; tapware; tap handles, tap outlets, faucets; and parts, fittings and accessories in this class for the aforementioned goods
MAISON (word)	1640025	Class 11: Sinks including kitchen, bathroom and laundry sinks; wash basins; laundry troughs; basins, tubs and troughs; tapware; tap handles, tap outlets, faucets; and parts, fittings and accessories in this class for the aforementioned goods
APOILLO (word)	1640033	Class 11: Sinks including kitchen, bathroom and laundry sinks; wash basins; laundry troughs; basins, tubs and troughs; tapware; tap handles, tap outlets, faucets; and parts, fittings and accessories in this class for the aforementioned goods
ENDEAVOUR (word)	1640038	Class 11: Sinks including kitchen, bathroom and laundry sinks; wash basins; laundry troughs; basins, tubs and troughs; tapware; tap handles, tap outlets, faucets; and parts, fittings and accessories in this class for the aforementioned goods
OLIVERI (word)	1941413	Class 11: Kitchen sinks, bathroom basins and laundry troughs not of metal, shower enclosures not of metal, plastics plumbing fittings, plugs Class 19: Building materials comprising non-metallic wall panelling Class 21: Household or kitchen utensils and containers; dish racks, chopping boards, sieves, drainers, trays, bowls, colanders, towel rails
 (Fancy word mark)	1941414	Class 6: Plumbing fittings including sink units, trough units, shower enclosures, all being of metal, sheet metal, laundry troughs Class 11: Installations for water supply and sanitary purposes; sinks; lavatories, wash basins, urinals, baths, shower screens, shower enclosures; kitchen sinks; taps and faucets; sink units being of metal, shower enclosures being of metal; bathroom basins and laundry troughs not of metal, shower enclosures not of metal, water filtering apparatus, water purification filters, chilled purified water dispensers, water boilers; appliances for cooking, heating, refrigerating, ventilating; shower bases; shower mixers; heated towel rails; vanity unit tops being wash hand basins and surrounds (parts of sanitary installations); vanity units being wash hand basins adapted for water supply installations; vanity units incorporating basins (connected to the water supply); toilets; toilet seats; kitchen sinks, bathroom basins and laundry troughs not of metal; shower enclosures not of metal; plastic plumbing

Trade mark	Trade mark number	Specifications
		fittings Class 19: Building materials comprising non-metallic wall panelling

Schedule 3 New Zealand Assets

New Zealand Assets (clause 1.1)

Trade mark	Trade mark number	Specifications
SONETTO (word)	TBC	<p>Class 6: Plumbing fittings including sink units, trough units, shower enclosures, all being of metal, sheet metal, laundry troughs</p> <p>Class 11: Installations for water supply and sanitary purposes; sinks; lavatories, wash basins, kitchen sinks; taps and faucets; sink units being of metal; bathroom basins and laundry troughs not of metal; vanity unit tops being wash hand basins and surrounds (parts of sanitary installations); vanity units being wash hand basins adapted for water supply installations; vanity units incorporating basins (connected to the water supply); kitchen sinks, bathroom basins and laundry troughs not of metal</p>