

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gerber Finance Inc.		08/04/2021	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	888 Capital Partners, LLC
<b>Street Address:</b>	747 Third Avenue, 37th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: NEW YORK

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2193567	ABC
Registration Number:	3852639	ABC
Registration Number:	3852640	ABC CARPET & HOME
Registration Number:	2185853	ABC CARPET & HOME
Registration Number:	2185854	ABC CARPET & HOME
Registration Number:	2212531	A B C
Registration Number:	4148807	ABC CARPET & HOME
Serial Number:	88167414	ABC MAGIC CARPET

## 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: 2122168000  
 Email: tmdocket@tarterkrinsky.com  
 Correspondent Name: Nels T. Lippert  
 Address Line 1: 1350 Broadway, 11th Floor  
 Address Line 2: TARTER KRINSKY & DROGIN LLP  
 Address Line 4: NEW YORK, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 8276-19

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Nels Lippert
<b>SIGNATURE:</b>	/Nels Lippert/
<b>DATE SIGNED:</b>	08/05/2021
<b>Total Attachments: 14</b> source=02455731#page1.tif source=02455731#page2.tif source=02455731#page3.tif source=02455731#page4.tif source=02455731#page5.tif source=02455731#page6.tif source=02455731#page7.tif source=02455731#page8.tif source=02455731#page9.tif source=02455731#page10.tif source=02455731#page11.tif source=02455731#page12.tif source=02455731#page13.tif source=02455731#page14.tif	

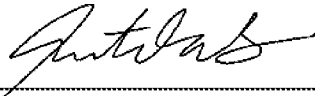
**ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

GERBER FINANCE INC. ("Assignor"), for good and valuable consideration paid to it by 888 CAPITAL PARTNERS, LLC ("Assignee"), hereby assigns unto Assignee all of Assignor's right, title and interest which Assignor has under that certain Intellectual Property Security Agreement dated as of October 1, 2020, made by A.B.C. Carpet Co., Inc., a New York corporation in favor of Assignor, as recorded in the U.S. Patent and Trademark Office on October 9, 2020 in Reel 7073, Frame 0229 (the "IP Security Agreement"). A copy of said IP Security Agreement, together with the applicable Notice of Recordation, is attached hereto as Attachment A.

This Assignment is made without any representation or warranty by Assignor except as set forth in the Assignment of Loans, Liens and Loan Documents dated August 4, 2021 between Assignor and Assignee;

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be duly executed as of August 4, 2021.

**GERBER FINANCE INC.**

By:   
Name: Entela Semini  
Title: Sr. Vice President

ATTACHMENT A

See Attached



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 20, 2020

PTAS

CSC  
1090 VERMONT AVENUE, NW  
WASHINGTON, DC 20005

**900573703**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/09/2020

REEL/FRAME: 7073/0229  
NUMBER OF PAGES: 11

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 452158

ASSIGNOR:

A.B.C. CARPET CO., INC.

DOC DATE: 10/01/2020  
CITIZENSHIP: NEW YORK  
ENTITY: CORPORATION

ASSIGNEE:

GERBER FINANCE INC.

CITIZENSHIP: NEW YORK  
ENTITY: CORPORATION

8 WEST 40TH STREET  
14TH FLOOR  
NEW YORK, NEW YORK 10018

SERIAL NUMBER: 75329836  
REGISTRATION NUMBER: 2193567  
MARK: ABC  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 07/24/1997  
REGISTRATION DATE: 10/06/1998

SERIAL NUMBER: 75329985  
REGISTRATION NUMBER: 2185853  
MARK: ABC CARPET & HOME

FILING DATE: 07/24/1997  
REGISTRATION DATE: 09/01/1998

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75330046 FILING DATE: 07/24/1997  
REGISTRATION NUMBER: 2185854 REGISTRATION DATE: 09/01/1998  
MARK: ABC CARPET & HOME  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 75330106 FILING DATE: 07/24/1997  
REGISTRATION NUMBER: 2212531 REGISTRATION DATE: 12/22/1998  
MARK: A B C  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 77876637 FILING DATE: 11/19/2009  
REGISTRATION NUMBER: 3852639 REGISTRATION DATE: 09/28/2010  
MARK: ABC  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77876698 FILING DATE: 11/19/2009  
REGISTRATION NUMBER: 3852640 REGISTRATION DATE: 09/28/2010  
MARK: ABC CARPET & HOME  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 85287006 FILING DATE: 04/05/2011  
REGISTRATION NUMBER: 4148807 REGISTRATION DATE: 05/29/2012  
MARK: ABC CARPET & HOME  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 88167414 FILING DATE: 10/24/2018  
REGISTRATION NUMBER: REGISTRATION DATE:  
MARK: ABC MAGIC CARPET  
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.B.C. Carpet Co., Inc.		10/01/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gerber Finance Inc.		
<b>Street Address:</b>	8 West 40th Street		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2193567	ABC	
<b>Registration Number:</b>	3852639	ABC	
<b>Registration Number:</b>	3852640	ABC CARPET & HOME	
<b>Registration Number:</b>	2185853	ABC CARPET & HOME	
<b>Registration Number:</b>	2185854	ABC CARPET & HOME	
<b>Registration Number:</b>	2212531	A B C	
<b>Registration Number:</b>	4148807	ABC CARPET & HOME	
<b>Serial Number:</b>	88167414	ABC MAGIC CARPET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	452158		

CH \$215.00 2193567

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 1, is made by A.B.C. CARPET CO., INC., a New York corporation ("Grantor") with an address of 888 Broadway, New York, NY 10003 in favor of GERBER FINANCE INC., a New York corporation ("Lender") with an address of 8 West 40th Street, 14th Floor, New York, NY 10018.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, A.B.C. Home Furnishings, Inc., and A.B.C. Oriental Carpets, Inc. (together with the Grantor, the "Borrowers") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrowers; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security 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, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.



"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, and each Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent or Trademark except as set forth in Schedule I and Schedule II, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of

Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender promptly if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) material to the operation of any Borrowers' business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any material Patent or Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent or Trademark, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrowers' business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent

conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.



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

**A.B.C. CARPET CO., INC.**

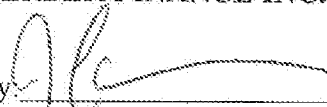
By: \_\_\_\_\_

Name: Aaron Rose

Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

**GERBER FINANCE INC.**

By:  \_\_\_\_\_

Name: Jennifer Palmer

Title: Chief Executive Officer

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.






3. PATENT LICENSES


<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

**SCHEDULE II**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS**

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
ABC	US	Jul 24, 1997	2193567	Oct 6, 1998	35 - retail store services, featuring rugs and carpets
ABC	US	Nov 19, 2009	3852639	Sep 28, 2010	37 - Cleaning, repair and restoration services for rugs, carpets, upholstery and furniture
ABC CARPET & HOME & Design 	US	Nov 19, 2009	3852640	Sep 28, 2010	37 - Cleaning, repair and restoration services for rugs, carpets, upholstery and furniture
ABC CARPET & HOME & Design 	US	Jul 24, 1997	2185853	Sep 1, 1998	35 - retail store services, featuring rugs and carpets
ABC CARPET & HOME (Stylized) 	US	Jul 24, 1997	2185854	Sep 1, 1998	35 - retail store services, featuring rugs and carpets
A B C & Design 	US	Jul 24, 1997	2212531	Dec 22, 1998	35 - retail store services, featuring rugs and carpets
ABC CARPET & HOME & Design 	European Union and United Kingdom	Oct 5, 2011	E.U. Reg. No. 010316453 U.K. Reg. No. TBD	Mar 8, 2012	35 - Retail store services, featuring rugs and carpets.

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
ABC CARPET & HOME & Design 	US	Apr 5, 2011	4148807	May 29, 2012	35 - retail store services, featuring rugs and carpets

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Date Filed</u>	<u>App. No.</u>	<u>Class – Goods/Services</u>
ABC MAGIC CARPET	US	Oct 24, 2018		27 - Rugs, carpeting, floor coverings, and carpet underlays  35 - retail, online wholesale, and online retail store services in the fields of rugs, carpeting, floor coverings, and carpet underlays

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		