

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STANTON CARPET CORP.		10/01/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	6467477	STANTON
Registration Number:	6357100	STANTON DWF
Registration Number:	6357101	DWF
Registration Number:	6170947	MERCER STREET RUGS
Registration Number:	5924722	STANTON ST DECORATIVE COMMERCIAL
Registration Number:	5709499	CRESCENT
Registration Number:	5580936	HIBERNIA
Registration Number:	5932796	NUBOND
Registration Number:	3040852	ROYALTY
Registration Number:	3017954	PACIFICREST
Registration Number:	3017378	CAMELOT CARPET MILLS
Registration Number:	2146366	ROYALGUARD
Registration Number:	1687949	ROYALTY CARPET MILLS
Registration Number:	1111835	R ROYALTY CARPETS
Registration Number:	5167569	TENLON
Registration Number:	4737927	ROYAL DUTCH
Registration Number:	4678988	ANTRIM
Registration Number:	4306461	ATELIER

OP \$615.00 6467477

Property Type	Number	Word Mark
Registration Number:	4118836	STAINSAFE
Registration Number:	2838968	ROYALTRON
Registration Number:	2481873	ROSECORE
Registration Number:	2485867	RIVINGTON
Registration Number:	2408113	STANTON CARPET CORPORATION
Registration Number:	2408114	STANTON RUG COMPANY

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.

Email: jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	10/01/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this “Agreement”), among STANTON CARPET CORP. (the “Grantor”) and ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Stanton Carpet Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), Stanton Carpet Intermediate Holdings II, Inc., a Delaware corporation (“Stanton Holdings”), Stanton Carpet Corp., a Delaware corporation (“Stanton” and, together with Stanton Holdings, the “Borrower”), Stanton Carpet Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Alter Domus (US) LLC as Administrative Agent and Collateral Agent and (b) the Second Lien Collateral Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STANTON CARPET CORP., as Grantor

By 
Name: Jonathan Cohen
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007440 FRAME: 0034

ALTER DOMUS (US) LLC, as Collateral Agent

By: 

Name: Joseph Mechem

Title: Associate Counsel

Schedule I

Mark	Application No.	Application Date	Registration No.	Registration Date
STANTON	90277938	10/26/20	6467477	8/31/21
STANTON DWF	88789122	2/7/20	6357100	5/18/21
DWF	88789144	2/7/20	6357101	5/18/21
MERCER STREET RUGS	88605153	9/5/19	6170947	10/6/20
STANTON ST DECORATIVE COMMERCIAL	88324621	3/4/19	5924722	12/3/19
CRESCENT	88073228	8/10/18	5709499	3/26/19
HIBERNIA	87915168	5/10/18	5580936	10/9/18
NUBOND	87820326	3/5/18	5932796	12/10/19
ROYALTY	78500932	10/15/04	3040852	1/10/06
PACIFICREST	78490903	9/28/04	3017954	11/22/05
CAMELOT CARPET MILLS	78375737	2/27/04	3017378	11/22/05
ROYALGUARD	75269137	4/4/97	2146366	3/24/98
ROYALTY CARPET MILLS	74089781	8/20/90	1687949	5/19/92
R ROYALTY CARPETS	73133427	7/11/77	1111835	1/23/79
TENLON	86831989	11/25/15	5167569	3/21/17
ROYAL DUTCH	86320142	6/25/14	4737927	5/19/15
ANTRIM	86320192	6/25/14	4678988	1/27/15
ATELIER	85517694	1/17/12	4306461	3/19/13
STAINSAFE	77476214	5/16/08	4118836	3/27/12
ROYALTRON	76265345	6/1/01	2838968	5/4/04
ROSCORE	75933484	3/1/00	2481873	8/28/01
RIVINGTON	75732057	6/18/99	2485867	9/4/01
STANTON CARPET CORPORATION	75732056	6/18/99	2408113	11/28/00
STANTON RUG COMPANY	75732058	6/18/99	2408114	11/28/00