

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pental Granite and Marble, LLC		10/21/2021	Limited Liability Company: DELAWARE
Architectural Granite & Marble, LLC		10/21/2021	Limited Liability Company: DELAWARE
Select Interior Concepts, Inc.		10/21/2021	Corporation: DELAWARE
Architectural Surfaces Group, LLC		10/21/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency, LLC
Street Address:	875 Third Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	90393926	ARCHITECTURAL SURFACES A
Serial Number:	87550156	ASG ARCHITECTURAL SURFACES GROUP
Serial Number:	88054067	BEDROCK INTERNATIONAL
Serial Number:	88054120	BEDROCK INTERNATIONAL
Serial Number:	88054047	COSMIC STONE + TILE
Serial Number:	88054151	COSMIC STONE + TILE
Serial Number:	87468785	M MODUL MARBLE
Serial Number:	88540394	METROPORCELAIN
Serial Number:	86318485	METROQUARTZ
Serial Number:	87469410	MODUL MARBLE
Serial Number:	88283021	P. QUARTZ
Serial Number:	88283012	P. SURFACES
Serial Number:	87975082	PENTAL SURFACES
Serial Number:	85548200	PENTALQUARTZ

CH \$640.00 90393926

Property Type	Number	Word Mark
Serial Number:	87426042	PENTALTEK
Serial Number:	85548190	PQ
Serial Number:	87688430	S SELECT INTERIOR CONCEPTS
Serial Number:	90240837	SELECT INTERIOR CONCEPTS
Serial Number:	77524460	WORLDWIDE SOURCES. WORLD-CLASS SERVICE.
Serial Number:	88948134	CALACATTA ENZA
Serial Number:	90370284	GREY GOOSE
Serial Number:	90255112	LUCE CLARO
Serial Number:	90255101	LUCE LAZULA
Serial Number:	90255121	LUCE LUMIN
Serial Number:	90255010	LUCE VIAGGIO

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212.756.2132

Email: scott.kareff@srz.com

Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

Address Line 1: 919 THIRD AVENUE

Address Line 2: 25TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.2071
NAME OF SUBMITTER:	Scott Kareff (014951.2071)
SIGNATURE:	/rr for sk/
DATE SIGNED:	10/21/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Assignment**") is made as of this 21st day of October, 2021, by the Assignors listed on the signature page hereof (each an "**Assignor**" and collectively the "**Assignors**"), in favor of **CERBERUS BUSINESS FINANCE AGENCY, LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "**Agent**").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "**Credit Agreement**"), by and among Astro Stone Merger Sub, Inc., a Delaware corporation ("**Merger Sub**") as the initial borrower and immediately upon the consummation of the Select Acquisition (as therein defined), Select Interior Concepts, Inc., a Delaware corporation ("**Select**"), each Subsidiary of Select listed as a "**Borrower**" on the signature pages thereto (together with Select and each other Person from time to time joined as a party to the Credit Agreement as a "**Borrower**" in accordance with the terms thereof, and all their respective permitted successors and assigns, "**Borrowers**" and each, a "**Borrower**"), Astro Stone Intermediate Holdings, LC, a Delaware limited liability company ("**Parent HoldCo**"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "**Lenders**" and each individually, a "**Lender**"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Assignor is required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

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, each Assignor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Each Assignor hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Assignors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the "**Trademark Collateral**"):

(a) all of such Assignors' trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "**Trademarks**"), and licenses for any of the foregoing ("**Licenses**"), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Assignors against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by each Assignor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Assignors.

4. Credit Agreement. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. Authorization to Supplement. If any Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, which constitute Collateral, this Assignment shall automatically apply thereto. Without limiting any Assignor's obligations under this Section 5, each Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Assignors. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The

words "hereof," "herein," "hereby," "hereunder," and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

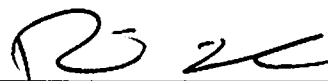
IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer duly authorized as of the date first set forth above.

ASSIGNORS:

PENTAL GRANITE AND MARBLE, LLC

By: 
Name: Richard Fowler
Title: Vice President of Finance and Secretary

ARCHITECTURAL GRANITE & MARBLE, LLC

By: 
Name: Richard Fowler
Title: Vice President of Finance and Secretary

SELECT INTERIOR CONCEPTS, INC.

By: 
Name: Richard Fowler
Title: Vice President of Finance and Secretary

ARCHITECTURAL SURFACES GROUP, LLC

By: 
Name: Richard Fowler
Title: Vice President of Finance and Secretary

AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,
LLC**

By:  _____

Name: Daniel E. Wolf

Title: Senior Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

<i>Trademark Registrations and Applications</i>							
<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Owner/ Applicant</i>	<i>Filing Date</i>	<i>Appl. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>
ARCHITECTURAL SURFACES A & Design	Canada	Pending	Architectural Surfaces Group, LLC	May 19, 2021	1604337 (2123794)	-	-
ARCHITECTURAL SURFACES A & Design	European Union	Pending	Architectural Surfaces Group, LLC	May 19, 2021	1604337	-	-
ARCHITECTURAL SURFACES A & Design	International Bureau (WIPO)	Pending	Architectural Surfaces Group, LLC	May 19, 2021	1604337	May 19, 2021	1604337
ARCHITECTURAL SURFACES A & Design	Mexico	Pending	Architectural Surfaces Group, LLC	May 19, 2021	1604337	-	-
ARCHITECTURAL SURFACES A & Design	United Kingdom	Pending	Architectural Surfaces Group, LLC	May 19, 2021	1604337	-	-
ARCHITECTURAL SURFACES A & Design	United States of America	Pending	Architectural Surfaces Group, LLC	Dec 18, 2021	90393926	-	-
ASG ARCHITECTURAL SURFACES GROUP and design	United States of America	Registered	Architectural Granite & Marble, LLC	July 31, 2017	87/550,156	April 16, 2019	5728651
BEDROCK INTERNATIONAL	United States of America	Registered	Architectural Granite & Marble, LLC	July 26, 2018	88/054,067	March 12, 2019	5696695
BEDROCK INTERNATIONAL & Design	United States of America	Registered	Architectural Granite & Marble, LLC	July 26, 2018	88/054,120	March 12, 2019	5696697
COSMIC STONE + TILE	United States of America	Registered	Architectural Granite & Marble, LLC	July 26, 2018	88/054,047	April 2, 2019	5713307
COSMIC STONE + TILE & Design	United States of America	Registered	Architectural Granite & Marble, LLC	July 26, 2018	88/054,151	April 2, 2019	5713312

Trademark Registrations and Applications

Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.
M MODUL MARBLE and design	United States of America	Registered	Architectural Granite & Marble, LLC	May 30, 2017	87/468,785	June 4, 2019	5766621
METROPORCELAIN	United States of America	Registered	Architectural Granite & Marble, LLC	Jul 26, 2019	88/540,394	Dec 1, 2020	6212193
METROQUARTZ	United States of America	Registered	Architectural Granite & Marble, LLC	Jun 24, 2014	86/318,485	Oct 27, 2015	4842252
MODUL MARBLE	United States of America	Registered	Architectural Granite & Marble, LLC	May 31, 2017	87/469,410	Oct 9, 2018	5578199
P. QUARTZ	Canada	Registered	Pental Granite and Marble, LLC	Jul 18, 2019	IR1484906 (1982767)	Mar 10, 2021	TMA1095350
P. QUARTZ	International Bureau (WIPO)	Registered	Pental Granite and Marble, LLC	Jul 18, 2019	1484906	Jul 18, 2019	1484906
P. QUARTZ	Mexico	Pending	Pental Granite and Marble, LLC	Jul 18, 2019	IR1484906 (2259818)	-	-
P. QUARTZ	United States of America	Allowed	Pental Granite and Marble, LLC	Jan 30, 2019	88/283,021	-	-
P. SURFACES	International Bureau (WIPO)	Registered	Pental Granite and Marble, LLC	Jul 18, 2019	1486305	Jul 18, 2019	1486305
P. SURFACES	Canada	Registered	Pental Granite and Marble, LLC	Jul 18, 2019	IR 1486305 (1984665)	Apr. 07, 2021	TMA1097646
P. SURFACES	Mexico	Registered	Pental Granite and Marble, LLC	Jul 18, 2019	IR 1486305 (2265150; 2265151)	Mar. 22, 2021	2222364; 2222365
P. SURFACES	United States of America	Allowed	Pental Granite and Marble, LLC	Jan 30, 2019	88/283,012	-	-
PENTAL SURFACES	United States of America	Registered	Pental Granite and Marble, LLC	Apr 27, 2016	87/975,082	Mar 21, 2017	5168559

Trademark Registrations and Applications

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Owner/ Applicant</i>	<i>Filing Date</i>	<i>Appl. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>
PENTALQUARTZ	United States of America	Registered	Pental Granite and Marble, LLC	Feb 21, 2012	85/548,200	Dec 17, 2013	4451890
PENTALTEK	United States of America	Registered	Architectural Granite & Marble, LLC	Apr 26, 2017	87/426,042	May 1, 2018	5460504
PQ & Design	United States of America	Registered	Pental Granite and Marble, LLC	Feb 21, 2012	85/548,190	Jul 23, 2013	4373240
S SELECT INTERIOR CONCEPTS Design	European Union	Pending (Opposed)	Select Interior Concepts, Inc.	Mar 16, 2018	1421288	-	-
S SELECT INTERIOR CONCEPTS Design	International Bureau (WIPO)	Registered	Select Interior Concepts, Inc.	Mar 16, 2018	1421288	Mar 16, 2018	1421288
S SELECT INTERIOR CONCEPTS Design	Mexico	Registered	Select Interior Concepts, Inc.	Mar 16, 2018	IR 1421288 (2108864; 2108865)	May 26, 2019	5232019 1994934 1994935
S SELECT INTERIOR CONCEPTS Design	United Kingdom	Registered	Select Interior Concepts, Inc.	Mar 16, 2018	1421288	Mar 4, 2019	WO0000001421288
S SELECT INTERIOR CONCEPTS Design	United States of America	Registered	Select Interior Concepts, Inc.	Nov 16, 2017	87/688,430	Aug 25, 2020	6136678
SELECT INTERIOR CONCEPTS	Canada	Pending	Select Interior Concepts, Inc.	Mar 24, 2021	IR -TBA	-	-
SELECT INTERIOR CONCEPTS	European Union	Pending	Select Interior Concepts, Inc.	Mar 24, 2021	IR -TBA	-	-
SELECT INTERIOR CONCEPTS	International Bureau (WIPO)	Pending	Select Interior Concepts, Inc.	Mar 24, 2021	Ref. 90240837	-	-
SELECT INTERIOR CONCEPTS	Mexico	Pending	Select Interior Concepts, Inc.	Mar 24, 2021	IR -TBA	-	-
SELECT INTERIOR CONCEPTS	United Kingdom	Pending	Select Interior Concepts, Inc.	Mar 24, 2021	IR -TBA	-	-
SELECT INTERIOR CONCEPTS	United States of America	Registered	Select Interior Concepts, Inc.	Oct 7, 2020	90/240,837	Jun. 29, 2021	6402128

Trademark Registrations and Applications

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Owner/ Applicant</i>	<i>Filing Date</i>	<i>Appl. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>
SELECT INTERIOR CONCEPTS & Design	Canada	Registered	Select Interior Concepts, Inc.	Mar 16, 2018	1,888,588	Sep 30, 2020	TMA1082389
WORLDWIDE SOURCES. WORLD- CLASS SERVICE.	United States of America	Registered	Architectural Granite & Marble, Ltd	Jul 17, 2008	77/524,460	Jul 9, 2013	4364938
CALACATTA ENZA	United States of America	Registered	Architectural Granite & Marble, LLC	Jun 4, 2020	88/948,134	Jul. 13, 2021	6421440
GREY GOOSE	United States of America	Pending Intent to Use	Architectural Surfaces Group, LLC	Dec 9, 2020	90/370,284	Jul 20, 2021	
LUCE CLARO	United States of America	Allowed	Architectural Granite & Marble, LLC	Oct 14, 2020	90/255,112	Apr 27, 2021	-
LUCE LAZULA	United States of America	Allowed	Architectural Granite & Marble, LLC	Oct 14, 2020	90/255,101	Apr 27, 2021	-
LUCE LUMIN	United States of America	Allowed	Architectural Granite & Marble, LLC	Oct 14, 2020	90/255,121	Apr 27, 2021	-
LUCE VIAGGIO	United States of America	Allowed	Architectural Granite & Marble, LLC	Oct 14, 2020	90/255,010	Apr 27, 2021	-