

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Tin Ceiling Company, LLC		11/15/2021	Limited Liability Company: DELAWARE
RGM Enterprises and Holdings, LLC		11/15/2021	Limited Liability Company: DELAWARE
RTA Cabinet Store, LLC		11/15/2021	Limited Liability Company: DELAWARE
Reggio Register Company, LLC		11/15/2021	Limited Liability Company:
Trueform Concrete, LLC		11/15/2021	Limited Liability Company: DELAWARE
Renovation Brands, LLC		11/15/2021	Limited Liability Company: DELAWARE
Baseboarders, LLC		11/15/2021	Limited Liability Company: DELAWARE
Net Direct Merchants, LLC		11/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC
Street Address:	300 South Tryon Street
Internal Address:	Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5744753	AMERICAN TIN CEILINGS
Registration Number:	4017207	BASEBOARDERS
Registration Number:	4312356	DECORPLANET
Registration Number:	3770758	FRESCA
Registration Number:	1528096	REGGIO REGISTER
Registration Number:	5112794	RTA KITCHEN DESIGN STUDIO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5066216	BOL CREATOR
Registration Number:	5288710	ECO-CABINETS
Registration Number:	5112791	RTA CABINET STORE
Registration Number:	5081908	TAG TO ORDER
Registration Number:	4271745	TRUEFORM

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Laura M. Franco, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/mp
DATE SIGNED:	11/15/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of November 15, 2021, is made by American Tin Ceiling Company, LLC, a Delaware limited liability company (“ATCC”), RGM Enterprises and Holdings, LLC, a Delaware limited liability company (“RGM”), RTA Cabinet Store, LLC, a Delaware limited liability company (“RTA”), Reggio Register Company, LLC, a Delaware limited liability company (“Reggio”), Trueform Concrete, LLC, a Delaware limited liability company (“Trueform”), Renovation Brands, LLC, a Delaware limited liability company (“Renovation Brands”), Baseboarders, LLC, a Delaware limited liability company (“Baseboarders”), and Net Direct Merchants, LLC, a Delaware limited liability company (“Net Direct” and, together with ATCC, RGM, RTA, Reggio, Trueform, Renovation Brands and Baseboarders, each a “Grantor” and collectively, the “Grantors”), in favor of BARINGS FINANCE LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Each Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 15, 2021, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Each Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any intent- to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 under applicable federal law.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

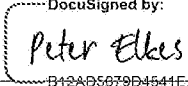
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN TIN CEILING COMPANY, LLC
BASEBOARDERS, LLC
REGGIO REGISTER COMPANY, LLC
RTA CABINET STORE, LLC
RGM ENTERPRISES AND HOLDINGS, LLC
TRUEFORM CONCRETE, LLC
NET DIRECT MERCHANTS, LLC,
as Grantors

DocuSigned by:

By: _____
Name: Peter Elkes
Title: Treasurer

RENOVATION BRANDS, LLC,
as a Grantor

DocuSigned by:

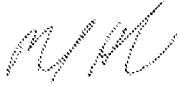
By:

Kevin LaHatte

Name: Kevin LaHatte


Title: Vice President


BARINGS FINANCE LLC,
as Agent

By:  _____


Name: Mark Hindson
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations and Applications


TRADEMARK REG. NO./APP. NO	STATUS	OWNER
AMERICAN TIN CEILINGS RN: 5744753 SN: 88109015 Disclaimer: "TIN CEILINGS"	Registered, May 7, 2019 Int'l Class: 06 First Use: January, 2004 Filed: September 7, 2018 Registered: May 7, 2019	American Tin Ceiling Company, LLC (Delaware Limited Liability Company) 1825 60th Place East, Bradenton, FL 34203 United States of America
BASEBOARDERS and Design  RN: 4017207 SN: 85176200	Registered, August 2, 2016 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 06 First Use: October 15, 2010 Filed: November 13, 2010 Registered: August 23, 2011	Baseboarders, LLC (Delaware Limited Liability Company) 217 N. SEMINARY STREET, FLORENCE, Alabama 35630 United States of America
DECORPLANET RN: 4312356 SN: 85685017	Registered, June 5, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 35 First Use: January 15, 2007 Filed: July 24, 2012 Registered: April 2, 2013	Renovation Brands LLC (Delaware Limited Liability Company) 217 N. SEMINARY STREET, FLORENCE, Alabama 35203 United States of America and Rgm Enterprises and Holdings LLC (Delaware Limited Liability Company)

TRADEMARK REG. NO./APP. NO	STATUS	OWNER
<p>FRESCA and Design</p>  <p>RN: 3770758 SN: 77805917</p>	<p>Renewed, December 21, 2020 Office Status: Registered and Renewed Int'l Class: 11, 20 First Use: May 1, 2009 Filed: August 17, 2009 Registered: April 6, 2010 Last Renewal: April 6, 2020</p>	<p>Renovation Brands LLC (Delaware Limited Liability Company) 217 N. SEMINARY STREET, FLORENCE, Alabama 35203 United States of America and Rgm Enterprises and Holdings LLC (Delaware Limited Liability Company) 1530 E. MCDONALD AVENUE, Brooklyn, New York 11230 United States of America</p>
<p>HEARTH BRANDS SN: 90397082</p>	<p>Pending Application, June 24, 2021 Office Status: Non-Final Action - Mailed Filed: December 20, 2020</p>	<p>Net Direct Merchants, LLC (Alabama Limited Liability Company) 217 N. Seminary Street, FLORENCE, Alabama 35630 United States of America</p>
<p>REGGIO REGISTER RN: 1528096 SN: 73684776 Disclaimer: "REGISTER"</p>	<p>Renewed, April 6, 2019 Office Status: Registered and Renewed Int'l Class: 11 First Use: September, 1978 Filed: September 17, 1987 Registered: March 7, 1989 Last Renewal: March 7, 2019</p>	<p>Reggio Register Company, LLC (Delaware Limited Liability Company) 31 Jytek Road, LEOMINISTER, MA 01453 United States of America</p>

TRADEMARK REG. NO./APP. NO	STATUS	OWNER
<p>RTA CABINET QUICK SHIP GUARANTEE SN: 90729778</p>	<p>Pending Application, May 27, 2021 Office Status: New Application - Record Initialized Not Assigned to Examiner Filed: May 24, 2021</p>	<p>RTA Cabinet Store, LLC (Delaware Limited Liability Company) 6 Union Hill Road, CONSHOHOCKEN, Pennsylvania 19428 United States of America</p>
<p>RTA QUICK SHIP GUARANTEE SN: 90729798</p>	<p>Pending Application, May 27, 2021 Office Status: New Application - Record Initialized Not Assigned to Examiner Filed: May 24, 2021</p>	<p>RTA Cabinet Store, LLC (Delaware Limited Liability Company) 6 Union Hill Road, CONSHOHOCKEN, Pennsylvania 19428 United States of America</p>
<p>RTA KITCHEN DESIGN STUDIO RN: 5112794 SN: 86969567 Disclaimer: "RTA KITCHEN DESIGN"</p>	<p>Registered, January 3, 2017 Int'l Class: 42 First Use: February 9, 2016 Filed: April 8, 2016 Registered: January 3, 2017 Register Type: Principal Register</p>	<p>RTA Cabinet Store, LLC (Delaware limited liability company) 6 Union Hill Road, Conshohocken, Pennsylvania 19428 United States of America</p>
<p>BOL CREATOR RN: 5066216 SN: 86969531</p>	<p>Registered, October 18, 2016 Int'l Class: 42 First Use: February 9, 2016 Filed: April 8, 2016 Registered: October 18, 2016 Register Type: Supplemental Register</p>	<p>RTA Cabinet Store, LLC (Delaware limited liability company) 6 Union Hill Road, Conshohocken, Pennsylvania 19428 United States of America</p>

TRADEMARK REG. NO./APP. NO	STATUS	OWNER
<p>ECO-CABINETS RN: 5288710 SN: 86969500</p>	<p>Registered, September 19, 2017 Int'l Class: 20 First Use: December 31, 2009 Filed: April 8, 2016 Registered: September 19, 2017 Register Type: Principal Register</p>	<p>RTA Cabinet Store, LLC (Delaware limited liability company) 6 Union Hill Road, Conshohocken, Pennsylvania 19428 United States of America</p>
<p>RTA CABINET STORE and Design</p>  <p>RN: 5112791 SN: 86969393 Disclaimer: "RTA CABINET"</p>	<p>Registered, January 3, 2017 Int'l Class: 09, 41 First Use: March 1, 2010 Filed: April 8, 2016 Registered: January 3, 2017 Register Type: Principal Register</p>	<p>RTA Cabinet Store, LLC (Delaware limited liability company) 6 Union Hill Road, Conshohocken, Pennsylvania 19428 United States of America</p>
<p>TAG TO ORDER RN: 5081908 SN: 86969583</p>	<p>Registered, November 15, 2016 Int'l Class: 09 First Use: May 14, 2013 Filed: April 8, 2016 Registered: November 15, 2016 Register Type: Principal Register</p>	<p>RTA Cabinet Store, LLC (Delaware limited liability company) 6 Union Hill Road, Conshohocken, Pennsylvania 19428 United States of America</p>

TRADEMARK REG. NO./APP. NO	STATUS	OWNER
TRUEFORM RN: 4271745 SN: 85628134	Registered, January 29, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 35 First Use: December 7, 2010 Int'l Class: 37 First Use: November 8, 2006 Int'l Class: 40 First Use: October 24, 2006 Filed: May 17, 2012 Registered: January 8, 2013	Trueform Concrete, LLC (New Jersey Limited Liability Company) 5 Astro Place, Rockaway, New Jersey 07866 United States of America
Hearth Brands RN: AL 121709	ALABAMA - Registered Last Status Received: Registered, November 25, 2020 Registered: November 25, 2020	Net Direct Merchants LLC 217 N Seminary St Florence, AL 35630
COMFORT SMART RN: AL 112913	ALABAMA - Registered Last Status Received: Registered, February 7, 2012 Registered: February 7, 2012	Net Direct Merchants, LLC 217 NORTH SEMINARY STREET FLORENCE, AL 35630
FRESCA and Design	WIPO International Registration Registered: August 24, 2009	RGM Enterprises and Holdings, LLC

TRADEMARK REG. NO./APP. NO	STATUS	OWNER
 International Reg. No. 1014835	Designated Contracting Parties: China and European Union	