

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soho Studio, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	5001 Spring Valley Road, Suite 825W		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3102543	SOHO	
Registration Number:	4908062	TILEBAR	
Registration Number:	4631729	POWERED BY CREATIVITY	
Registration Number:	5921362	BEYOND THE BAR	
Registration Number:	5921363	TILE IS ART	
Registration Number:	5569976	GATSBY	
Registration Number:	6070927	RAISING THE TILEBAR	
Registration Number:	6112662	IVY HILL TILE	
Registration Number:	6148753	RAISING THE TILE BAR	
Registration Number:	6197321	BOND TILE	
Registration Number:	6230172	KATONE	
Registration Number:	6384454	SOHO STUDIO	
Registration Number:	6456934	OPTORO	
Serial Number:	90508429	VERSALAY	
Serial Number:	90892084	TILEBAR	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3102543

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 54237.73_Monier

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 12/15/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of December 15, 2021, is made by and between SOHO STUDIO, LLC, a Delaware limited liability company (“*Grantor*”), and EAST WEST BANK, a California state bank (“*Lender*”), on behalf of itself, its Affiliates, and as Administrative Agent for the Lenders and other Secured Parties under the Credit Agreement, as defined below (in such capacity, “*Administrative Agent*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and between Grantor, the Guarantors party thereto, Administrative Agent and the lenders party thereto (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), the lenders have agreed to extend certain loans to or for the direct or indirect benefit of Grantor;

WHEREAS, Grantor is a party to that certain Security Agreement, dated as of even date herewith, among Administrative Agent, the other Grantors party thereto, and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent this 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:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s U.S. federally registered Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s U.S. federally registered Trademarks, Trademark applications, and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s U.S. federally registered Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals,

customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been paid in full; provided that, "Intellectual Property Collateral" shall not include, and this Agreement shall not operate as a pledge or grant of a security interest in, any (i) applications by any Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted, provided, further, that when a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement or (ii) Excluded Assets.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any grantor under the Security Agreement, to Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to

deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6. Governing Law; Venue; Service of Process. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO APPLICABLE RULES OF CONFLICTS OF LAWS).

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Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

SOHO STUDIO, LLC,
a Delaware limited liability company

By: _____
Name: Eliezer Mechlovitz
Title: Chief Executive Officer

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

Patents: None.

Patent Licenses: None.

(PART B)

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

Trademarks:

US Trademarks:

Country	Mark	Owner ¹	Application No. and Date	Registration No. and Date
US	SOHO	Soho Studio, Corp.	76389618 March 25, 2002	3102543 June 13, 2006
US	TILEBAR	Soho Studio, Corp.	86672142 June 23, 2015	4908062 March 1, 2016
US	POWERED BY CREATIVITY	Soho Studio, Corp.	86224074 March 18, 2014	4631729 November 4, 2014
US	BEYOND THE BAR	Soho Studio, Corp.	87393302 March 30, 2017	5921362 November 26, 2019
US	TILE IS ART	Soho Studio, Corp.	87393310 March 30, 2017	5921363 November 26, 2019
US	GATSBY	Soho Studio, Corp.	87799335 February 15, 2018	5569976 September 26, 2018
US	RAISING THE TILEBAR	Soho Studio, Corp.	88487836 June 25, 2019	6070927 June 2, 2020
US	IVY HILL TILE	Soho Studio, Corp.	88748302 January 6, 2020	6112662 July 28, 2020
US	RAISING THE TILE BAR	Soho Studio, Corp.	88487861 June 25, 2019	6148753 September 8, 2020
US	BOND TILE	Soho Studio, Corp.	88797668 February 14, 2020	6197321 November 10, 2020
US	KATONE	Soho Studio, Corp.	88894320 April 30, 2020	6230172 December 22, 2020
US	SOHO STUDIO	Soho Studio, Corp.	90074185 July 26, 2020	6384454 June 15, 2021
US	OPTORO	Soho Studio, Corp.	88894345 April 30, 2020	6456934 August 17, 2021
US	VERSALAY	Soho Studio, Corp.	90/508429 February 3, 2021	Pending application, not yet registered
US	TILEBAR	Soho Studio, Corp.	90/892084 August 19, 2021	Pending application, not yet registered

¹ To be assigned or corrected to Soho Studio, LLC

Trademark Licenses: None.

(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

Copyrights:

COPYRIGHT TITLE	COPYRIGHT NO.
WAVE: BISCUIT + BEACH; GALACTIC + ICE; OCEAN + BLUE; SEAGRASS	VA0002082126
WATERFALL: SIVER + DUST; SLATE + CASTLE; BLACK + ICE; COFFEE + BREAK; DESERT + DREAM; GOLDEN + ENCHANTMENT; LIGHT + HOUSE	VA0002082128
VIVA: CHAMPAGNE + 1X1; CHAMPAGNE + 1X3; COGNAC + 4X12; GOLDEN + MAPLE + 2X2; GOLDEN + MAPLE + 4X12; GOLDEN + MAPLE + PLANKS; HICKORY + WOOD + 22; HICKORY + WOOD + 4X12; HICKORY + WOOD + PLANKS; HICKORY + WOODEN + BIRCH + 2X2; HICKORY + BIRCH + 4X12; HICKORY + WOODEN + BIRCH + PLANKS; ICED + TEA + 1X1; ICED + TEA + 4X12; ROSE + 4X12; TECH + BRONZE + 2X2; TECH + BRONZE + 4X12; TECH + BRONZE + PLANKS; TECH + GRAY + 2X2; TECH + GRAY + 4X12; TECH + GRAY + PLANKS; TECH + ICE + 2X2; TECH + ICE + 4X12; TECH + ICE + PLANKS; TUSCANY + VINE	VA0002081317
SURFACE TECH: BRICK + BUCARAMANGA + GRAY; SQUARE + BUCARAMANGA + GRAY; STONE + BRICK + GRAY + MIST; STONE + SQUARE + BOGOTA + BEIGE; STONE + SQUARE + GRAY + MIST; BRICK + BOGATA + BEIGE	VA0002082129
MJ JULIET II	VA0002134517
MJ JULIET	VA0002142101
MAJIC: BRICK + AQUATIC + ROYAL + BLUES; BRICK + DEEP + SEA + GOLD; SQUARE + AQUATIC + ROYAL + BLUES; SQUARE + DEEP + SEA + GOLD	VA0002082132
Ice Stiletto Steel	VA0001804932

ICE: BASALT + 3 + 4X3 + 4 + SQUARES; CARRERA + 3 + 4X3 + 4 SQUARES; STEEL + 3 + 4X3 + SQUARES; STILETTO + CREMA; STILETTO + CARRERA; STILETTO + BASALT; STILETTO + STEEL; VENETIAN + BASALT; VENETIAN + CARRERA; VENETIAN + STEEL	VA0002082139
GLITZ & GLAMOR: PRECIOUS + QUEEN; SNOW + PRINCESS; THE + MIGHTY + QUEEN; WILD + KNIGHT	VA0002082133
GEM: PEARL + CORAL; PEARL + MYSTIC + WAVE; PEARL + REEF; PEARL + SAND + DRIFT; PEARL + SEACAVE; PEARL + STARBRIGHT	VA0002082135
GARDEN : CREAM + CARNATION; CYPRESS; GOLDEN + VINE; IRISDESCENT + HONEY; JARRAH; SLATE + VINE	VA0002082134
Fusion Cape Cod Random Brick	VA0001804929
Elements Wind Freeform Brick	VA0001804935
Elements Rain Freeform Brick	VA0001804931
Elements Illumination Freeform Brick	VA0001804930
Elements Everglade Freeform Brick	VA0001804933
ELEMENT: WIND + MINI + BRICK; WIND + FREEFORM; THUNDER + MINI + BRICK; THUNDER + FREEFORM; RAIN + MINI + BRICK; RAIN + FREEFORM; LUMBER + MINI + BRICK; LUMBER + FREEFORM; ILLUMINATION + MINI; ILLUMINATION + FREEFORM; HAIL + MINI + BRICK; HAIL + FREEFORM; EVERGLADE + MINI + BRICK ; EVERGLADE + FREEFORM; ECLIPSE + MINI + BRICK; ECLIPSE + FREEFORM	VA0002082137
BIJOU: SILVER + MOON; ACORN + FOREST; DARK + ROAST; GRAVEL + STEEL; OAKWOOD + MANOR; ROCKY + COAST	VA0002082141
Art Coffee Bar Deco	VA0001804934
ARISTO: ONYX + CALCUTTA; CREMA + THASSOS; CARARRA + MUGWORTH	VA0002082140

Copyright Licenses: None.