

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695152

<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>
Swift-Train Company, LLC		10/08/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	70 West Madison Street, Suite 200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6343431	FOOTAGE	
<b>Registration Number:</b>	5961831	GROUND CONTROL	
<b>Registration Number:</b>	6365744	INA	
<b>Registration Number:</b>	6317574	INTERIORS NORTH AMERICA	
<b>Registration Number:</b>	6411236	RIVERSHORE	
<b>Registration Number:</b>	6419456	RIVERSIDE	
<b>Registration Number:</b>	6102913	STADIUM	
<b>Registration Number:</b>	6102912	TAVERN	
<b>Registration Number:</b>	6343410	TRANSFORMATIONS IN TILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029068669		
<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>	202.906.8618		
<b>Email:</b>	tm@dykema.com		
<b>Correspondent Name:</b>	Eric T. Fingerhut		
<b>Address Line 1:</b>	1301 K Street, N.W., Suite 1100 West		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut		

CH \$240.00 6343431

<b>SIGNATURE:</b>	/eric t. fingerhut/
<b>DATE SIGNED:</b>	12/15/2021
<b>Total Attachments: 9</b> source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page1.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page2.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page3.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page4.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page5.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page6.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page7.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page8.tif source=Trademark Security Agreement (Swift-Train Company, LLC to CIBC Bank USA)#page9.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of October 8, 2021, and is by SWIFF-TRAIN COMPANY, LLC, a Texas limited liability company ("Grantor"), in favor of CIBC Bank USA ("Lender").

### RECITALS

A. Grantor and Lender have entered into a Loan and Security Agreement dated as of October 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender agreed to make loans to Grantor.

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a continuing security interest and Lien in all of its intellectual property, including all trademarks (other than any of the foregoing constituting Excluded Assets), to secure the payment and performance of the Obligations.

C. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Assets) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith.;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Documents and subject to limitations set forth therein. Grantor

hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SWIFF-TRAIN COMPANY, LLC, a Texas limited liability company

DocuSigned by:

By: Robert Baker

Print Name: Robert Baker

Title: Treasurer and CFO

Acknowledged:

CIBC Bank USA

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

Print Name: Todd Bernier

Title: Managing Director

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SWIFF-TRAIN COMPANY, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

CIBC Bank USA


By:  \_\_\_\_\_  
Print Name: Todd Bernier  
Title: Managing Director

## SCHEDULE 1


### Trademark Registrations, Trademark Applications, and Trademark Licenses


#### Trademark Registrations

Trademark	Registration Number	Registration Date	Country
ACADEMY	4856698	November 17, 2015	United States
AMCERIC	5229059	June 20, 2017	United States
ARCHER	TMA1012021	January 2, 2019	Canada
ARCOLA	4833741	October 13, 2015	United States
BRIGHTON	4786595	August 4, 2015	United States
CENTURION	4998975	July 12, 2016	United States
CHASSIS	5639492	December 25, 2018	United States
COCKTAIL	5078110	November 8, 2016	United States
COLORWERKS	907551009	November 8, 2016	Brazil
COLORWERKS	1127955	September 29, 2014	Chile
COLORWERKS	502.866	September 30, 2014	Colombia
COLORWERKS	012488045	June 3, 2014	European Union
COLORWERKS	IDM000537711	July 4, 2016	Indonesia
COLORWERKS	2014052922	April 22, 2015	Malaysia
COLORWERKS	1477552	September 4, 2014	Mexico
COLORWERKS	T1402783J	February 26, 2016	Singapore
COLORWERKS	2014/04555	February 21, 2014	South Africa
COLORWERKS	2014/04557	February 21, 2014	South Africa
COLORWERKS	UK00912488045	June 3, 2014	United Kingdom
CORE COLLECTION	5420009	March 6, 2018	United States
COUNTRY CLASSICS	3087475	May 2, 2006	United States
DERBY	4611304	September 23, 2014	United States
DEVAN	4985054	June 21, 2016	United States
DOMAIN	5387684	January 23, 2018	United States
DUNBAR	5056411	October 4, 2016	United States
	3935009	March 22, 2011	United States
	4009884	August 9, 2011	United States


Trademark	Registration Number	Registration Date	Country
	3507558	September 30, 2008	United States
EARTHWERKS	1256347	June 15, 2009	Australia
EARTHWERKS	829946829	April 12, 2011	Brazil
EARTHWERKS	TMA959593	January 9, 2017	Canada
EARTHWERKS	6922069	May 14, 2010	China
EARTHWERKS	493.769	May 27, 2014	Colombia
EARTHWERKS	234579	April 8, 2014	Costa Rica
EARTHWERKS	5565-14	July 14, 2014	Ecuador
EARTHWERKS	IDM000503881	October 5, 2015	Indonesia
EARTHWERKS	5332511	June 25, 2010	Japan
EARTHWERKS	2013059144	December 7, 2015	Malaysia
EARTHWERKS	1102752	May 28, 2009	Mexico
EARTHWERKS	794116	February 12, 2009	New Zealand
EARTHWERKS	0719697	August 6, 2007	Republic of Korea (South)
EARTHWERKS	388873	September 9, 2009	Russian Federation
EARTHWERKS	T1314080C	May 19, 2016	Singapore
EARTHWERKS	2008/18348	November 15, 2010	South Africa
EARTHWERKS	579765	November 28, 2008	Switzerland
EARTHWERKS	3769700	April 6, 2010	United States
EARTHWERKS	4006649	August 2, 2011	United States
EARTHWERKS	4012891	August 16, 2011	United States
EARTHWERKS	4856057	November 17, 2015	United States
EARTHWERKS	4846631	November 3, 2015	United States
	40-0812976	February 1, 2010	Republic of Korea (South)
	002982056	October 1, 2004	European Union
	UK00902982056	October 1, 2004	United Kingdom
EASYWERKS	011969326	December 4, 2013	European Union
EASYWERKS	UK00911969326	December 4, 2013	United Kingdom
EVELA	TMA1009437	November 21, 2018	Canada
EXPEDITION	4974715	June 7, 2016	United States
FOOTAGE	6343431	May 4, 2021	United States
G4L	3590053	March 17, 2009	United States



Trademark	Registration Number	Registration Date	Country
GREEN4LIFE	3585674	March 10, 2009	United States
GROUND CONTROL	5961831	January 14, 2020	United States
GROUND CONTROL	5455301	April 24, 2018	United States
HALDEN	5069191	October 25, 2016	United States
INA	6365744	May 25, 2021	United States
INFINITY SHIELD	4848821	November 10, 2015	United States
INTERIORS NORTH AMERICA	6317574	April 6, 2021	United States
LINKWERKS	011969227	December 4, 2013	European Union
LINKWERKS	UK00911969227	December 4, 2013	United Kingdom
LINKWERKS	3966713	May 24, 2011	United States
	4172405	July 10, 2012	United States
	5342188	November 21, 2017	United States
NATUR-OIL	5342047	November 21, 2017	United States
PARKHILL	4805385	September 1, 2015	United States
PAVILION	5178165	April 4, 2017	United States
PINNACLE	5392304	January 30, 2018	United States
PORTIA	4984961	June 21, 2016	United States
PROVENCE	TMA993326	March 27, 2018	Canada
RAPID CLIC	012126298	January 24, 2015	European Union
RAPID CLIC	UK00912126298	January 24, 2015	United Kingdom
RAPID CLIC	4165228	June 26, 2012	United States
RAPID LOC	009650813	June 23, 2011	European Union
RAPID LOC	UK00909650813	June 23, 2011	United Kingdom
REGALIA	4787418	August 4, 2015	United States
	3590054	March 17, 2009	United States
RIVERSHORE	6411236	July 6, 2021	United States
RIVERSIDE	6419456	July 13, 2021	United States
RUNWAY	4974714	June 7, 2016	United States
RUSTICA	5459846	May 1, 2018	United States
SHERBROOKE	4984041	June 21, 2016	United States
SINCLAIR	4833739	October 13, 2015	United States

Trademark	Registration Number	Registration Date	Country
SPRAYWERKS	3716041	November 24, 2009	United States
	3925897	March 1, 2011	United States
STADIUM	6102913	July 14, 2020	United States
STONEBRIDGE	5065184	October 18, 2016	United States
TAVERN	6102912	July 14, 2020	United States
THE DEVELOPMENT COLLECTION	5414696	February 27, 2018	United States
TRANSFORMATIONS IN TILE	6343410	May 4, 2021	United States
TRENTON	4833740	October 13, 2015	United States
TUFF SHIELD	3998464	July 19, 2011	United States
UPTON	4611303	September 23, 2014	United States
WE ARE LVT	4946518	April 26, 2016	United States

Trademark Applications

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Country</b>
AEGEAN PLANK	90539472	February 22, 2021	United States
BIG SKY	90850310	July 27, 2021	United States
FOOTPRINTS	90257551	October 15, 2020	United States
REGATTA	90267406	October 20, 2020	United States
REVEILLE	90257572	October 15, 2020	United States
RIVERFRONT	90257565	October 15, 2020	United States
STC	90906591	August 27, 2021	United States
	90906607	August 27, 2021	United States
TIGRIS	90632068	April 8, 2021	United States
TRIPLEX	90257528	October 15, 2020	United States

Trademark Licenses

<b>Agreement</b>	<b>Effective Date</b>	<b>Licensor</b>	<b>Licensee</b>
Trademark License Agreement	August 1, 2020	Swift-Train Company, LLC	Swift-Train American, Inc.