

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM707720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPUSTONE, L.L.C.		09/27/2021	Limited Liability Company: FLORIDA
SURFACES SOUTHEAST, LLC		09/27/2021	Limited Liability Company: FLORIDA
WALKER & ZANGER, LLC		09/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK, as Administrative Agent and Collateral Agent		
Street Address:	150 W. Main Street, Floor 14		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23510		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Registration Number:	6206759	BEAUMONT	
Registration Number:	3393003	OPUSTONE	
Registration Number:	3794767	VALUE VAULT BY OPUSTONE	
Registration Number:	4227600	PERPETUA	
Registration Number:	4246775	QUINTESSA MOSAICS	
Registration Number:	4847991	AVALON	
Registration Number:	3693774	DIMENSIONALS	
Registration Number:	3209165	BUILD A BETTER LIFESTYLE FROM THE FLOOR	
Registration Number:	6047000	ELIDA	
Registration Number:	5982834	SURFACES	
Registration Number:	5963274	BOUTIQUE CERAMIC	
Registration Number:	6329750	BOUTIQUE STONE	
Registration Number:	4368123	NUWHITE	
Registration Number:	4294805	SURFACES	
Registration Number:	4031076	ELIDA	

OP \$1915.00 6206759

Property Type	Number	Word Mark
Registration Number:	6333140	A ANTHOLOGY
Registration Number:	4934363	PEEL & STICK MOSAICS
Registration Number:	4683614	PEEL & STICK TILE PEEL & STICK TILE NO M
Registration Number:	1923672	BEAUVIGNY
Registration Number:	1938175	PORTO BEIGE
Registration Number:	2222404	WALKER & ZANGER
Registration Number:	2531550	YOUR LIFE'S TILE RESOURCE
Registration Number:	2668559	SHABUI
Registration Number:	3725142	SKYLINE
Registration Number:	2680352	OPUS ANTICATO
Registration Number:	2682961	WALKER ZANGER
Registration Number:	2723661	COTE D' OR
Registration Number:	3812857	CORDERA
Registration Number:	2782867	ROKU GLASS
Registration Number:	2783387	PAVIA ANTICO
Registration Number:	2809810	MAISON FRANCAISE
Registration Number:	2831239	TRIBECA
Registration Number:	2842228	IMPERIUM
Registration Number:	2904473	RAVEN HILL FORGE
Registration Number:	2947198	CERAMICA ALHAMBRA
Registration Number:	3166241	PARADIGM
Registration Number:	3188720	WALKER ZANGER
Registration Number:	3252297	MANTRA
Registration Number:	3372380	GRAMERCY PARK
Registration Number:	3440638	PAVIA ANTICO
Registration Number:	3647091	VIBE
Registration Number:	3725140	PASHA
Registration Number:	3809293	SANSUI
Registration Number:	3725143	SONJA
Registration Number:	3725144	TATAMI
Registration Number:	3820350	HELSINKI
Registration Number:	3866308	STUDIO MODERNE
Registration Number:	4470138	WALKER ZANGER
Registration Number:	4502588	JET SET
Registration Number:	4598598	TANGENT
Registration Number:	4819242	STERLING ROW
Registration Number:	4819244	TILT
Registration Number:	4833000	DUQUESA

Property Type	Number	Word Mark
Registration Number:	3809291	PALAZZO VECCHIO
Registration Number:	4833001	VILLA D'ORO
Registration Number:	5205918	SKETCHBOOK
Registration Number:	5219478	KNIT
Registration Number:	4434668	WEAVE STIX
Registration Number:	3725145	WATERFALL
Registration Number:	5978894	WALKER ZANGER
Serial Number:	90142631	CS CERAMIC SOLUTIONS
Serial Number:	90142556	SWAM SPECIALTY WALL AND MOSAICS
Serial Number:	90380493	BACTSHIELD
Serial Number:	90380447	RETILE
Serial Number:	90141346	PORCELART
Serial Number:	88286855	MODMOSAIC
Serial Number:	90141539	AQUAART
Serial Number:	90141884	SWAM
Serial Number:	90141579	SPECIALTY WALL AND MOSAICS
Serial Number:	90700800	TEXTSTYLE
Serial Number:	90700820	TEXTSTYLES
Serial Number:	97010843	ANTHOLOGY
Serial Number:	90700860	THE FUTURE OF RETAIL
Serial Number:	87916311	WALKER ZANGER STUDIO
Serial Number:	88896783	KIVA
Serial Number:	87922256	WALKER ZANGER STUDIO

CORRESPONDENCE DATA	
Fax Number:	7043311159
<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>	
Phone:	7043311000
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	100 North Tryon Street
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	026618.001184
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	02/10/2022

Total Attachments: 10

source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page1.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page2.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page3.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page4.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page5.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page6.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page7.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page8.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page9.tif
source=TSA - Opustone, L.L.C., et al. to Truist Bank, as Administrative Agent and Collateral Agent#page10.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by (i) OPUSTONE, L.L.C., a Florida limited liability company (“**Opustone**”), (ii) SURFACES SOUTHEAST, LLC, a Florida limited liability company (“**Surfaces**”), and (iii) WALKER & ZANGER, LLC, a Delaware limited liability company (“**Walker & Zanger**” and, together with Opustone and Surfaces, the “**Grantor**”) in favor of Truist Bank, a North Carolina banking corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of September 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Subsidiary Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or violations thereof, and all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) all rights corresponding thereto throughout the world, and to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPUSTONE, L.L.C., as Grantor

By: 

Name: Glen Morrison

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SURFACES SOUTHEAST, LLC, as a Grantor

By: 

Name: Glen Morrison

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WALKER & ZANGER, LLC, as a Grantor

By: 


Name: Glen Morrison

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

TRUIST BANK,
as Administrative Agent and Collateral Agent

By:  _____

Name: Randy Peters

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007630 FRAME: 0955

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Opustone, LLC	BEAUMONT	6206759	11/24/2020
Opustone, LLC	OPUSTONE	3393003	03/04/2008
Opustone, LLC	VALUE VAULT BY OPUSTONE	3794767	05/25/2010
Opustone, LLC	PERPETUA	4227600	10/16/2012
Opustone, LLC	QUINTESSA MOSAICS	4246775	11/20/2012
Opustone, LLC	AVALON	4847991	11/03/2015
Opustone, LLC	DIMENSIONALS	3693774	10/06/2009
Opustone, LLC	BUILD A BETTER LIFESTYLE FROM THE FLOOR UP	3209165	02/13/2007
Surfaces Southeast, LLC	ELIDA	6047000	05/05/2020
Surfaces Southeast, LLC	SURFACES	5982834	02/11/2020
Surfaces Southeast, LLC	BOUTIQUE CERAMIC	5963274	01/14/2020
Surfaces Southeast, LLC	BOTIQUE STONE	6329750	04/20/2021
Surfaces Southeast, LLC	NUWHITE	4368123	07/16/2013
Surfaces Southeast, LLC	SURFACES	4294805	02/26/2013
Surfaces Southeast, LLC	ELIDA	4031076	09/27/2011
Surfaces Southeast, LLC	A ANTHOLOGY	6333140	04/27/2021
Surfaces Southeast, LLC	PEEL & STICK MOSAICS	4934363	04/05/2016
Surfaces Southeast, LLC	PEEL & STICK TILE PEEL & STICK TILE NO MORTAR, NO MESS	4683614	02/10/2015
Walker Zanger, LLC	BEAUVIGNY	1923672	10/3/1995
Walker Zanger, LLC	PORTO BEIGE	1938175	11/28/1995
Walker Zanger, LLC	WALKER ZANGER	2222404	2/9/1999
Walker Zanger, LLC	YOUR LIFE'S TILE RESOURCE	2531550	1/22/2002
Walker Zanger, LLC	SHABUI	2668559	12/31/2002
Walker Zanger, LLC	SKYLINE	3725142	05/12/2009

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Walker Zanger, LLC	OPUS ANTICATO	2680352	1/28/2003
Walker Zanger, LLC	WALKER ZANGER	2682961	2/4/2003
Walker Zanger, LLC	COTE D' OR	2723661	6/10/2003
Walker Zanger, LLC	CORDERA	3812857	07/06/2010
Walker Zanger, LLC	ROKU GLASS	2782867	11/11/2003
Walker Zanger, LLC	PAVIA ANTICO	2783387	11/11/2003
Walker Zanger, LLC	MAISON FRANCAISE	2809810	2/3/2004
Walker Zanger, LLC	TRIBECA	2831239	4/13/2004
Walker Zanger, LLC	IMPERIUM	2842228	5/18/2004
Walker Zanger, LLC	RAVEN HILL FORGE	2904473	11/23/2004
Walker Zanger, LLC	CERAMICA ALHAMBRA	2947198	5/10/2005
Walker Zanger, LLC	PARADIGM	3166241	10/31/2006
Walker Zanger, LLC	WALKER ZANGER	3188720	12/26/2006
Walker Zanger, LLC	MANTRA	3252297	6/12/2007
Walker Zanger, LLC	GRAMERCY PARK	3372380	1/22/2008
Walker Zanger, LLC	PAVIA ANTICO	3440638	6/3/2008
Walker Zanger, LLC	VIBE	3647091	6/30/2009
Walker Zanger, LLC	PASHA	3725140	12/15/2009
Walker Zanger, LLC	SANSUI	3809293	06/29/2010
Walker Zanger, LLC	SONJA	3725143	12/15/2009
Walker Zanger, LLC	TATAMI	3725144	12/15/2009
Walker Zanger, LLC	HELSINKI	3820350	7/20/2010
Walker Zanger, LLC	STUDIO MODERNE	3866308	10/26/2010
Walker Zanger, LLC	WALKER ZANGER	4470138	1/21/2014
Walker Zanger, LLC	JET SET	4502588	3/25/2014
Walker Zanger, LLC	TANGENT	4598598	9/2/2014
Walker Zanger, LLC	STERLING ROW	4819242	9/22/2015
Walker Zanger, LLC	TILT	4819244	9/22/2015
Walker Zanger, LLC	DUQUESA	4833000	10/13/2015
Walker Zanger, LLC	PALAZZO VECCHIO	3809291	06/29/2010
Walker Zanger, LLC	VILLA D'ORO	4833001	10/13/2015

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Walker Zanger, LLC	SKETCHBOOK	5205918	5/16/2017
Walker Zanger, LLC	KNIT	5219478	6/6/2017
Walker Zanger, LLC	WEAVE STIX	4434668	11/19/2013
Walker Zanger, LLC	WATERFALL	3725145	12/15/2009
Walker Zanger, LLC	WALKER ZANGER	5978894	2/4/2020

TRADEMARK APPLICATIONS

Owner	Trademark Title	Trademark Application Number	Date of Application
Surfaces Southeast, LLC	CS CERAMIC SOLUTIONS	90142631	08/27/2020
Surfaces Southeast, LLC	SWAM SPECIALTY WALL AND MOSAICS	90142556	08/27/2020
Surfaces Southeast, LLC	BACTSHIELD	90380493	12/14/2020
Surfaces Southeast, LLC	RETILE	90380447	12/14/2020
Surfaces Southeast, LLC	PORCELART	90141346	08/27/2020
Surfaces Southeast, LLC	MODMOAIC	88286855	08/27/2020
Surfaces Southeast, LLC	AQUAART	90141539	08/27/2020
Surfaces Southeast, LLC	SWAM	90141884	08/27/2020
Surfaces Southeast, LLC	SPECIALTY WALL AND MOSAICS	90141579	08/27/2020
Surfaces Southeast, LLC	TEXSTYLE	90700800	5/10/2021
Surfaces Southeast, LLC	TEXSTYLES	90700820	5/10/2021
Surfaces Southeast, LLC	ANTHOLOGY	97010843	09/07/2021
Surfaces Southeast, LLC	THE FUTURE OF RETAIL	90700860	5/10/2021
Walker Zanger, LLC	WALKER ZANGER STUDIO	87916311	5/10/2018
Walker Zanger, LLC	KIVA	88896783	02/10/2021
Walker Zanger, LLC	WALKER ZANGER STUDIO	87922256	5/15/2018