

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLDWIDE WHOLESALE FLOOR COVERING, INC.		03/17/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PROVIDENT BANK		
Street Address:	10 Woodbridge Center Drive, 3rd Floor		
City:	Woodbridge		
State/Country:	NEW JERSEY		
Postal Code:	07095		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2287271	WORLDWIDE WHOLESALE FLOOR COVERINGS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	973-705-7422		
Email:	cwilkes@murphyllp.com		
Correspondent Name:	Murphy Schiller & Wilkes LLP		
Address Line 1:	24 COMMERCE STREET, 12TH FLOOR		
Address Line 2:	Charles J. Wilkes, ESQ.		
Address Line 4:	NEWARK, NEW JERSEY 07102		
NAME OF SUBMITTER:	Charles J. Wilkes		
SIGNATURE:	/Charles J. Wilkes/		
DATE SIGNED:	03/18/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 17, 2022 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by WORLDWIDE WHOLESALE FLOOR COVERING, INC. (the "Grantor") in favor of PROVIDENT BANK (the "Secured Party"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Secured Party are parties to that certain Security Agreement dated as of the date hereof, made by the Grantor, Worldwide Wholesale Floor Covering, Inc., Worldwide Wholesale Floor Covering of Edison, N.J., Inc., Worldwide Wholesale Floor Covering of Lawrenceville, N.J., Inc., Worldwide Wholesale Floor Coverings of Fairfield, Inc., Worldwide Wholesale Floor Coverings of NY Inc, Worldwide Wholesale Floor Coverings of Old Bridge, Inc., Yumpo Enterprises, L.L.C., and Worldwide Crossroads, L.L.C., in favor of the Secured Party (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as security for the payment and performance of the Obligations, the Grantor granted to the Secured Party, a security interest in all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property; and

WHEREAS, the Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities in order to perfect the Secured Party's security interest in the intellectual property described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of the Grantor's trademarks of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for trademarks of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including those trademarks listed on Schedule I (collectively, the "Trademarks") and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks; and

(b) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

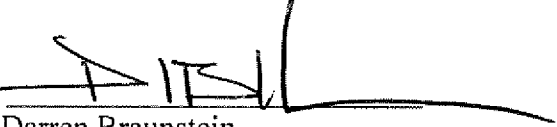
Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WORLDWIDE WHOLESALE FLOOR
COVERING, INC.

By: 
Darren Braunstein
President

[Signature Page to Intellectual Property Security Agreement]