

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM725074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carnegie Fabrics, LLC		04/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Administrative Agent		
Street Address:	1301 Avenue of the Americas, 34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5275519	CARNEGIE	
Registration Number:	2223821	CARNEGIE	
Registration Number:	1262437	XOREL	
Registration Number:	1654360	XOREL	
Registration Number:	5411365	DESIGN ALLY	
Serial Number:	97284166	MATERIALS THAT MATTER	
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>			
Email:	jennifer.bleskin@afslaw.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	ArentFox Schiff LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	04/29/2022		

OP \$165.00 5275519

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of April 29, 2022, by **CARNEGIE FABRICS, LLC**, a Delaware limited liability company (formerly known as Carnegie Fabrics, Inc., a New York corporation) (“*Borrower*” and “*Grantor*”), to and with **OAKTREE FUND ADMINISTRATION, LLC**, acting in the capacity as collateral agent for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Agent*”).

RECITALS

A. Pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as may be amended, restated amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Borrower, as the borrower, Carnegie Intermediate Holdco, LLC, a Delaware limited liability company, as a guarantor, the lenders from time to time party thereto (the “*Lenders*”), and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Borrower.

B. Grantor has executed and delivered to the Agent a certain Guarantee and Collateral Agreement of even date herewith (as the same may be amended, renewed, reaffirmed, restated and/or extended from time to time, the “*Guarantee and Collateral Agreement*”) by and among Grantor, the other parties from time to time party thereto as grantors, and the Agent, pursuant to which Grantor granted to the Agent a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined below) to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Guarantee and Collateral Agreement).

C. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent and the other Secured Parties under the Credit Agreement and the Guarantee and Collateral Agreement.

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

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Guarantee and Collateral Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Guarantee and Collateral Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto, and all goodwill associated with or symbolized by any of such Trademarks (the “*Collateral*”).

3. **Recordation.** Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. **Incorporation by Reference.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable 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 control

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

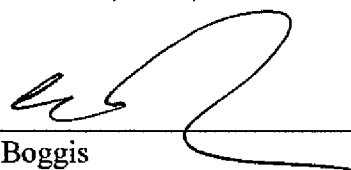
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

CARNEGIE FABRICS, LLC,
as a Grantor

By: _____

Name: Gordon Boggis

Title: Authorized Signatory

A handwritten signature in black ink, appearing to be 'Gordon Boggis', written over a horizontal line.

[Signature Page to Trademark Security Agreement]

OAKTREE FUND ADMINISTRATION,
LLC, as Agent

By: Oaktree Capital Management L.P.
Its: Managing Member

By: 
Name: William Casperson
Title: Managing Director

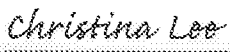
By: 
Name: Christina Lee
Title: Managing Director

EXHIBIT A

TRADEMARKS

Country	Name	Status	App. No. Filing Date	Reg. No./ Reg. Date	Owner
US	CARNEGIE	REGISTERED	87/295,322 1/10/2017	5,275,519 8/29/2017	CARNEGIE FABRICS, LLC
US	CARNEGIE	REGISTERED	75/336,596 8/6/1997	2,223,821 2/16/1999	CARNEGIE FABRICS, LLC
US	XOREL	REGISTERED	73/339,553 12/01/1981	1,262,437 12/27/1983	CARNEGIE FABRICS, LLC
US	XOREL	REGISTERED	74/095,835 9/10/1990	1,654,360 8/20/1991	CARNEGIE FABRICS, LLC
US	DESIGN ALLY	REGISTERED	87/512,136 6/30/2017	5,411,365 2/27/2018	CARNEGIE FABRICS, LLC
US	MATERIALS THAT MATTER	APPLICATION	97/284,166 2/25/2022	N/A	CARNEGIE FABRICS, LLC

CH2:25833701.6

Exhibit A

RECORDED: 04/29/2022

TRADEMARK
REEL: 007707 FRAME: 0212