

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The North Carolina Granite Corporation		05/06/2022	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3919153	GREENE COUNTY GRANITE	
Registration Number:	0355349	MOUNT AIRY GRAN-I-GRIT INSOLUBLE	
Registration Number:	0550929	WHITE MOUNT AIRY GRANITE	
Registration Number:	4011156	MOUNT AIRY	
Registration Number:	2983731	THE HOME OF DIMENSIONAL STONE	
Serial Number:	97137089	THE STURDY BIRD	
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:	3122883547		
Email:	Alyssa.Howard@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Michelle A. Covert		
SIGNATURE:	/Michelle A. Covert/		

OP \$165.00 3919153

DATE SIGNED:	05/17/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 6, 2022 is made by THE NORTH CAROLINA GRANITE CORPORATION. (“**Grantor**”) in favor of BANK OF MONTREAL, in its capacity as administrative agent (together with its successors and assigns, the “**Agent**”), on behalf of (i) itself, as Agent, and (ii) the Lenders, Hedge Lenders and Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Grantor and the Agent are parties to a Senior Secured Credit Agreement dated April 29, 2022 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement;

AND WHEREAS, as security for its obligations under the Loan Documents, Eligible Hedging Agreements and Other Secured Agreements (together with each addendum thereto) the Grantor has agreed to grant to the Agent a security interest in the Trademark Collateral (as defined below) and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interests in the trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Grantor and all registrations and applications for the foregoing in the United States (“**Trademarks**”), including those trademark registrations and applications listed on Schedule 1 annexed hereto, together with any and all of the Grantor’s right, title and interests in (i) rights and privileges arising under applicable requirements of law with respect to such Grantor’s use of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith (“**Trademark Collateral**”). Notwithstanding the foregoing, the Trademark Collateral does not include any intent-to-use application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 (each, an “**Intent-to-Use Application**”) for so long as the applicable Intent-to-Use Application comprises Excluded Collateral (as defined in the Credit Agreement).

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to that certain pledge and security agreement dated as of April 29, 2022, between, among others, the Grantor and the Agent (the “**Pledge and Security Agreement**”). The parties do

hereby further acknowledge and affirm that the rights and remedies of the parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement.

For the avoidance of doubt, the words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, upon the request of the Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

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

THE NORTH CAROLINA GRANITE CORPORATION

By: Michael Singh

Name: Michael Singh
Title: Vice President and Chief Financial Officer

Patrick Pérus

Name: Patrick Pérus
Title: Chief Executive Officer

Acknowledged:
BANK OF MONTREAL

By: _____

Name:
Title:

Name:
Title:

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

THE NORTH CAROLINA GRANITE CORPORATION

By: _____

Name: Michael Singh

Title: Vice President and Chief Financial Officer

Name: Patrick Pérus

Title: Chief Executive Officer

Acknowledged:

BANK OF MONTREAL

By: *Masrur Khan*

Name: Masrur Khan

Title: Director


 Issam Majeed

Name: Issam Majeed

Title: Senior Director, Loan Syndications

Schedule 1 – United States Trademarks

I. Registered Trademarks

Trademark	Appl. No. Date	Reg. No. Date	Status
GREENE COUNTY GRANITE	App 85006052 App 05-APR-2010	Reg 3919153 Reg 15-FEB-2011	Registered
MOUNT AIRY GRAN-I-GRIT INSOLUBLE 	App 71396610 App 20-AUG-1937	Reg 0355349 Reg 15-MAR-1938	Registered
WHITE MOUNT AIRY GRANITE	App 71554395 App 12-APR-1948	Reg 0550929 Reg 20-NOV-1951	Registered
MOUNT AIRY	App 85041660 App 18-MAY-2010	Reg 4011156 Reg 16-AUG-2011	Registered
THE HOME OF DIMENSIONAL STONE	App 76568763 App 29-DEC-2003	Reg 2983731 Reg 09-AUG-2005	Registered

II. Trademark Applications

Trademark	Appl. No. Date	Status
THE STURDY BIRD	App 97137089 App 22-NOV-2021	Pending