

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rugs Direct Holdings, LLC		07/05/2022	Limited Liability Company: DELAWARE
Winchester Carpet & Rug, LLC		07/05/2022	Limited Liability Company: DELAWARE
Lightopia, LLC		07/05/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Oxer BCP Mezzanine Fund, L.P., as Administrative Agent		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3219762	RUGS DIRECT	
Registration Number:	3219763	RUGS DIRECT	
Registration Number:	3027348	WE MAKE GOOD FLOORS GREAT.	
Registration Number:	3094639	SILVER RIDGE WEAVERS	
Registration Number:	3010011	RUGS-DIRECT.COM	
Registration Number:	6319036	RUGS DIRECT	
Registration Number:	6308590	TIE YOUR SPACE TOGETHER	
Serial Number:	88592149	SPRUCE DIGS	
Serial Number:	88592147	KINDRED ABODE	
Serial Number:	90813732	LIGHTOPIA	
Serial Number:	90785010	LIGHTOPIA	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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>			

OP \$290.00 3219762

Phone: 614-462-1093
Email: ipdocketcolumbus@icemiller.com
Correspondent Name: Ice Miller LLP
Address Line 1: 250 West Street, Suite 700
Address Line 4: Columbus, OHIO 43215-7509

NAME OF SUBMITTER: Barbara Bacon

SIGNATURE: /Barbara Bacon/

DATE SIGNED: 07/07/2022

Total Attachments: 11

source=Rugs Direct - Security Agreement#page1.tif
source=Rugs Direct - Security Agreement#page2.tif
source=Rugs Direct - Security Agreement#page3.tif
source=Rugs Direct - Security Agreement#page4.tif
source=Rugs Direct - Security Agreement#page5.tif
source=Rugs Direct - Security Agreement#page6.tif
source=Rugs Direct - Security Agreement#page7.tif
source=Rugs Direct - Security Agreement#page8.tif
source=Rugs Direct - Security Agreement#page9.tif
source=Rugs Direct - Security Agreement#page10.tif
source=Rugs Direct - Security Agreement#page11.tif

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JULY 5, 2022, BY AND AMONG OXER BCP MEZZANINE FUND, L.P., AS SUBORDINATED LENDER AGENT, FIRST COMMONWEALTH BANK, AS SENIOR LENDER AGENT, WINCHESTER CARPET & RUG, LLC, LIGHTOPIA, LLC, RUGS DIRECT HOLDINGS, LLC AND EACH OF THE OTHER OBLIGORS (AS DEFINED THEREIN) FROM TIME TO TIME PARTY THERETO, AS THE SAME MAY BE AMENDED, MODIFIED, EXTENDED, RENEWED OR RESTATED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS (THE “INTERCREDITOR AND SUBORDINATION AGREEMENT”).

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement, executed this 5th day of July, 2022, is made by RUGS DIRECT HOLDINGS, LLC, a Delaware limited liability company (“HoldCo”), WINCHESTER CARPET & RUG, LLC, a Delaware limited liability company (“Carpet & Rug”), LIGHTOPIA, LLC, an Illinois limited liability company (“Lightopia”), and each of the other Persons which become Grantors hereunder from time to time (HoldCo, Carpet & Rug, Lightopia and such other Persons are each, a “Grantor” and collectively, the “Grantors”), for the benefit of Oxer BCP Mezzanine Fund, L.P. (“Oxer”), a Delaware limited partnership, as a purchaser, as administrative agent for the Purchasers (in such capacity, the “Agent”) (this “Security Agreement”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the “Note Purchase Agreement”), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Purchasers party thereto (as defined therein) and the Agent, which is incorporated herein by reference thereto, the parties thereto agreed, among other things, that the Purchasers shall extend credit to the Borrowers as set forth in the Note Purchase Agreement; and

WHEREAS the Grantors have agreed, among other things, to grant to the Agent (for itself and for the benefit of the Purchasers) a security interest in certain of their assets, including, without limitation, the Grantors' patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement.

2. Security Interest in Patents. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and for the benefit of the Purchasers) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising issued patents and patent applications, including, without limitation, those issued patents and patent applications listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Patents”).

3. Security Interest in Trademarks and Goodwill. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Purchasers) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any “intent to use” trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such “intent to use” application for registration of a trademark under applicable Law), including, without limitation, the trademark registrations and trademark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Purchasers) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the copyright registrations listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding

thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the “Copyrights”).

5. Security Interest in Licenses. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and for the benefit of the Purchasers) a Lien in all of such Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter collectively referred to as the “Licenses”).

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been indefeasibly satisfied in full and the Note Purchase Agreement and all other Loan Documents shall have been terminated, no Grantor will, without the Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks, Copyrights or Licenses and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the lien priority or the validity or enforcement of the rights granted to the Agent (for itself and for the benefit of the Purchasers) under this Security Agreement.

7. New Patents, Trademarks and Copyrights. Each Grantor hereby authorizes the Agent as its attorney in fact to modify this Security Agreement (or any short-form notice of security interest executed in connection therewith (hereinafter referred to as a “Short-Form Notice”)) by amending Schedules A, B, C and/or D, as applicable (or any applicable schedule to any Short-Form Notice), to include any future Patents, Trademarks, Copyrights and Licenses, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement (or any applicable Short-Form Notice) with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to the Agent that, as of the date hereof, except as otherwise set forth in the schedules hereto:

(i) The issued, registered and applied for Patents, Trademarks, Copyrights and Licenses set forth on Schedules A, B, C and D are subsisting and, to each Grantor's knowledge, valid and enforceable;

(ii) Such Grantor, as applicable, is the owner of the issued, registered and applied for Patents, Trademarks, Copyrights and Licenses set forth on Schedules A, B, C and D and has the power and authority to enter into this Security Agreement according to its terms;

(iii) This Security Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound; and

(iv) The Licenses are valid and binding agreements enforceable according to their terms, except as such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent conveyance, organization, moratorium or other similar Laws affecting or relating to enforcement

of creditors' rights generally and (b) is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Agent (for itself and the benefit of the Purchasers) of all Patents, Trademarks, Copyrights and Licenses of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Agent or the Purchasers to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder or (ii) the Obligations have been indefeasibly satisfied in full and the Note Purchase Agreement and all other Loan Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Note Purchase Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Agent or any Purchaser and any Grantor pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any other Grantor, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Purchaser and any Grantor pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Trademarks, Copyrights and Licenses or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Grantor, (vii) any dissolution, liquidation or termination of any Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of each Grantor hereunder, would or might otherwise be released or discharged other than indefeasible payment in full of the Obligations. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Agent.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Agent, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been indefeasibly satisfied in full

and the Note Purchase Agreement and all other Loan Documents shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright without the written consent of the Agent.

12. Financing Statements; Documents. The Grantors hereby authorize the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Agent and will pay the costs of filing and/or recording this Security Agreement and/or any related notice of security interest and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. Each Grantor will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Agent may require for the purpose of confirming the Agent's (for itself and the benefit of the Purchasers) security interest in the Patents, Trademarks, Copyrights and Licenses.

13. Rights of the Grantors and/or the Agent to Sue. Each Grantor may enforce its rights in the Patents, Trademarks, Copyrights and Licenses of such Grantor with or without the Agent's participation. If requested by any Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Agent shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses of such Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, such Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and each Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon indefeasible payment in full of the Obligations and performance of all obligations of the Loan Parties under the Note Purchase Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Agent (for itself and on behalf of the Purchasers) shall thereupon promptly terminate its security interest in the Patents, Trademarks, Copyrights and Licenses. For the avoidance of doubt, except as expressly provided for herein, this Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Trademarks, Copyrights and Licenses or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

17. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Note Purchase Agreement or any Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Note Purchase Agreement or the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent there is any inconsistency between this Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Purchasers) and its successors and assigns.

19. Governing Law. This Security Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed in such State.

20. Counterparts. Any number of counterparts of this Security Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or e-mail (PDF) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

21. Joinder. Upon the execution and delivery by any other Person of a Borrower Joinder or a Guarantor Joinder, (i) such Person shall become a "Grantor" hereunder with the same force and effect as if it were originally a party to this Security Agreement and named as a "Grantor" on the signature pages hereto and (ii) the Schedules to this Security Agreement shall be deemed updated by the supplemental Schedules to this Security Agreement, if any, delivered pursuant to the terms of such Borrower Joinder or Guarantor Joinder, as applicable.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written as a document under seal.

GRANTORS:

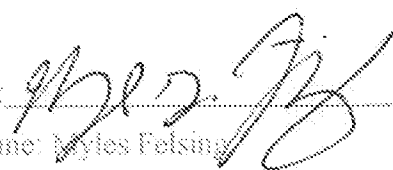
WITNESS:

Name: John Trotter

Title: VP Finance and Operations

(include title only if an officer of entity signing to the right)

RUGS DIRECT HOLDINGS, LLC, a Delaware limited liability company

By:  (SEAL)

Name: Myles Felsing

Title: Chief Executive Officer

WITNESS:

Name: John Trotter

Title: VP Finance and Operations

(include title only if an officer of entity signing to the right)

WINCHESTER CARPET & RUG, LLC, a Delaware limited liability company

By:  (SEAL)

Name: Myles Felsing

Title: Chief Executive Officer

WITNESS:

Name: John Trotter

Title: VP Finance and Operations

(include title only if an officer of entity signing to the right)

LIGHTOPIA, LLC, an Illinois limited liability company

By:  (SEAL)

Name: Myles Felsing

Title: Chief Executive Officer

SCHEDULE A

PATENTS

None.

SCHEDULE B
TRADEMARKS

Registered Trademarks

Owner	Serial Number	Application Date	Reg. Number	Registration Date	Word Mark
Winchester Carpet & Rug, LLC	<u>78793057</u>	1/17/06	<u>3219762</u>	3/20/07	<u>RUGS DIRECT</u>
Winchester Carpet & Rug, LLC	<u>78793113</u>	1/17/06	<u>3219763</u>	3/20/07	<u>RUGS DIRECT</u>
Winchester Carpet & Rug, LLC	<u>78436741</u>	6/17/04	<u>3027348</u>	12/13/05	<u>WE MAKE GOOD FLOORS GREAT.</u>
Winchester Carpet & Rug, LLC	<u>76562248</u>	11/28/03	<u>3094639</u>	5/23/06	<u>SILVER RIDGE WEAVERS</u>
Winchester Carpet & Rug, LLC	<u>76551807</u>	10/16/03	<u>3010011</u>	11/1/05	<u>RUGS-DIRECT.COM</u>
Winchester Carpet & Rug, LLC	<u>90111767</u>	8/13/20	<u>6319036</u>	4/13/21	<u>RUGS DIRECT</u>
Winchester Carpet & Rug, LLC	<u>90149254</u>	8/31/20	<u>6308590</u>	3/30/21	<u>TIE YOUR SPACE TOGETHER</u>
Winchester Carpet & Rug, LLC	<u>88592148</u>	8/16/19	---	---	<u>SPRUCE DIGS</u>
Winchester Carpet & Rug, LLC	<u>88592147</u>	8/26/19	---	---	<u>KINDRED ABODE</u>
Lightopia, LLC	<u>90813732</u>	7/6/21	---	---	<u>LIGHTOPIA</u>
Lightopia, LLC	<u>90785010</u>	4/19/22	---	---	<u>LIGHTOPIA</u>

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

LICENSES

None.