

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Real Floors, Inc.	FORMERLY Redi-Floors, Inc.	07/01/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	3348 Peachtree Road NE		
Internal Address:	Suite 725		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5855842	REAL FLOORS COMMERCIAL INC	
Registration Number:	5855841	REAL FLOORS INC	
Registration Number:	5855840	REAL FLOORS	
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:	4023466000		
Email:	patrick.stephenson@kutakrock.com		
Correspondent Name:	Patrick C. Stephenson		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Patrick C. Stephenson		
SIGNATURE:	/Patrick C. Stephenson/		
DATE SIGNED:	07/13/2022		
Total Attachments: 3			
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source=Trademark Security Agreement - BMO - Real Floors - EXECUTED#page2.tif			

OP \$90.00 5855842

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of July 1, 2022, by REAL FLOORS, INC. f/k/a Redi-Floors, Inc. (“**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of July 1, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), among Real Floors Intermediate, LLC, a Delaware limited liability company, Real Floors, Inc., a Georgia corporation, Real Floors Commercial, Inc., a Delaware corporation, RF Sub, LLC, a Delaware limited liability company, Arbor Holding Inc., a Delaware corporation, Real Floors Holding, LLC, a Delaware limited liability company, and the other grantors party thereto, as grantors, and Grantee, as secured party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

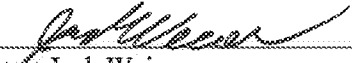
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

REAL FLOORS, INC. (

By: 
Name: Jack Weissman
Title: Chief Financial Officer

[EXECUTION PAGE OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Real Floors, Inc. f/k/a Redi-Floors, Inc.		5855842	September 10, 2019	88273471	January 23, 2019	Live
Real Floors, Inc. f/k/a Redi-Floors, Inc.		5855841	September 10, 2019	88273467	January 23, 2019	Live
Real Floors, Inc. f/k/a Redi-Floors, Inc.	REAL FLOORS	5855840	September 10, 2019	88273458	January 23, 2019	Live