

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755300

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kirei USA, LLC		08/08/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oaktree Fund Administration, LLC, as Administrative Agent		
<b>Street Address:</b>	1301 Avenue of the Americas, 34th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3616063	KIREI	
<b>Serial Number:</b>	90103475	ECHOTILE	
<b>Serial Number:</b>	90818593	ECHOHALO	
<b>Registration Number:</b>	6435911	ECHOSCREEN	
<b>Serial Number:</b>	90818608	ECHOCLOUD MESA	
<b>Registration Number:</b>	5885133	ECHOCLOUD	
<b>Registration Number:</b>	6487555	ECHOLINE	
<b>Serial Number:</b>	88384623	ECHOSKY	
<b>Serial Number:</b>	97233474	ECHOEDGE	
<b>Registration Number:</b>	6607915	ECHOEMBOSS	
<b>Serial Number:</b>	97225799	AIR BAFFLE	
<b>Serial Number:</b>	97225749	HYPERFLY	
<b>Serial Number:</b>	90102524	ECHOFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	jennifer.bleskin@afslaw.com		
<b>Correspondent Name:</b>	Jennifer Bleskin		

OP \$340.00 3616063

**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:** 09/14/2022

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of August 8, 2022, by **KIREI USA, LLC**, a California limited liability company (“*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 April 29, 2022 (as may be amended, restated amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Carnegie Fabrics, LLC, a Delaware limited liability company (the “*Borrower*”), as the borrower, Carnegie Intermediate Holdco, LLC, a Delaware limited liability company (“*Holdco*”), 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, by validly executing and delivering to the Agent a joinder, has become party to that certain Guarantee and Collateral Agreement, dated April 29, 2022 (as the same may be amended, renewed, reaffirmed, restated and/or extended from time to time, the “*Guarantee and Collateral Agreement*”) by and among the Borrower, Holdco, 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.

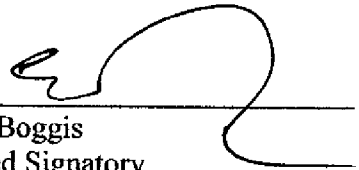
6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed 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.

**KIREI USA, LLC,**  
as a Grantor

By: \_\_\_\_\_  
Name: Gordon Boggis  
Title: Authorized Signatory



Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007835 FRAME: 0820**

**OAKTREE FUND ADMINISTRATION,  
LLC, as Agent**

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

By: *William Casperson*  
Name: William Casperson  
Title: Managing Director

By: *Christina Lee*  
Name: Christina Lee  
Title: Managing Director

**EXHIBIT A**

**TRADEMARKS**

<b>Country</b>	<b>Name</b>	<b>Status</b>	<b>App. No. Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Goods and Services</b>	<b>Owner</b>
US	KIREI	REGISTERED	78/647,196 6/9/2005	3,616,063 5/5/2009	Building material, namely, engineered board made from stalks of sorghum plant.	KIREI USA, LLC
US	ECHOTILE	UNREGISTERED	90/103,475 8/10/2020	None.	Non-metal ceiling panels; Non-metal suspended ceiling systems comprising panels.	KIREI USA, LLC
US	ECHOHALO	UNREGISTERED	90/818,593 7/8/2021	None.	Non-metal ceiling panels; Non-metal suspended ceiling systems comprising panels; Non-metal wall tiles; Wall panels not of metal.	KIREI USA, LLC
US	ECHOSCREEN	REGISTERED	90/102,491 8/10/2020	6,435,911 7/27/2021	Non-metal ceiling panels; Non-metal wall tiles; Non-metal suspended ceiling systems comprising panels; Wall panels not of metal.	KIREI USA, LLC
US	ECHOCLOUD MESA	UNREGISTERED	90/818,608 12/14/2019	None.	Non-metal ceiling panels; Non-metal suspended ceiling systems comprising	KIREI USA, LLC

Country	Name	Status	App. No. Filing Date	Reg. No./ Reg. Date	Goods and Services	Owner
					panels; Non-metal wall tiles; Wall panels not of metal.	
US	ECHOCLOUD	REGISTERED	88/384,636 4/13/2019	5,885,133 10/15/2019	Non-metal ceiling panels; Non-metal wall tiles; Wall panels not of metal.	KIREI USA, LLC
US	ECHOLINE	REGISTERED	90/003,577 6/16/2020	6,487,555 9/14/2021	Non-metal ceiling panels; Non-metal wall tiles; Non-metal suspended ceiling systems comprising panels.	KIREI USA, LLC
US	ECHOSKY	UNREGISTERED	88/384,623 4/13/2019	None.	Non-metal ceiling panels; Non-metal wall tiles; Wall panels not of metal.	KIREI USA, LLC
US	ECHOEDGE	UNREGISTERED	97/233,474 1/22/2022	None.	Non-metal wall tiles; Wall panels not of metal.	KIREI USA, LLC
US	ECHOEMBOSS	REGISTERED	90/538,035 2/21/2021	6607915 1/4/2022	Non-metal ceiling panels; Non-metal suspended ceiling systems comprising panels; Non-metal wall tiles	KIREI USA, LLC
US	AIR BAFFLE	UNREGISTERED	97/225,799 1/18/2022	None.	Non-metal suspended ceiling systems comprising panels	KIREI USA, LLC

Exhibit A

**TRADEMARK**  
**REEL: 007835 FRAME: 0823**



Country	Name	Status	App. No. Filing Date	Reg. No./ Reg. Date	Goods and Services	Owner
US	HYPERFLY	UNREGISTERED	97/225,749 1/18/2022	None.	Non-metal ceiling panels; Non-metal wall tiles; Non-metal suspended ceiling systems comprising panels	KIREI USA, LLC
US	ECHOFORM	UNREGISTERED	90/102,524 8/10/2020	None.	Non-metal ceiling panels; Non-metal wall tiles; Non-metal suspended ceiling systems comprising panels	KIREI USA, LLC

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Exhibit A