

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754675

<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>
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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Commonwealth Bank		
<b>Street Address:</b>	501 Grant Street		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219762	RUGS DIRECT	
<b>Registration Number:</b>	3219763	RUGS DIRECT	
<b>Registration Number:</b>	3027348	WE MAKE GOOD FLOORS GREAT.	
<b>Registration Number:</b>	3094639	SILVER RIDGE WEAVERS	
<b>Registration Number:</b>	3010011	RUGS-DIRECT.COM	
<b>Registration Number:</b>	6319036	RUGS DIRECT	
<b>Registration Number:</b>	6308590	TIE YOUR SPACE TOGETHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4123942555		
<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>Phone:</b>	412-394-7767		
<b>Email:</b>	traip@clarkhill.com		
<b>Correspondent Name:</b>	Paul D. Bangor, Jr., Esquire		
<b>Address Line 1:</b>	301 Grant Street, 14th Floor		

OP \$190.00 3219762

**Address Line 2:** One Oxford Centre  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

**ATTORNEY DOCKET NUMBER:** 85377.446384

**NAME OF SUBMITTER:** Paul D. Bangor, Jr.

**SIGNATURE:** /Paul D. Bangor, Jr./

**DATE SIGNED:** 09/12/2022

**Total Attachments: 3**

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**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

July 5, 2022

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and First Commonwealth Bank, as administrative agent for the Banks (in such capacity, the "Agent"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for itself and for the benefit of the Banks); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for itself and for the benefit of the Banks), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.


Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby 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 in this Notice of Security Interest.

The Agent's address is 501 Grant Street, Suite 250, Pittsburgh, Pennsylvania 15219.


IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal

GRANTORS:

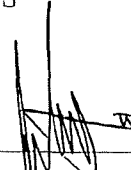
WITNESS.

  
\_\_\_\_\_  
Name: John Trout  
Title: VP Finance and Operations  
(Include title only if an officer of entity signing to the right)

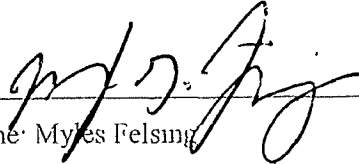
WITNESS:

  
\_\_\_\_\_  
Name: John Trout  
Title: VP Finance and Operations  
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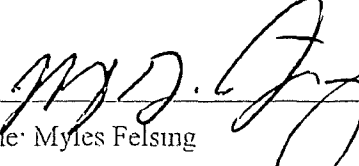
WITNESS:

  
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Name: John Trout  
Title: VP Finance and Operations  
(Include title only if an officer of entity signing to the right)

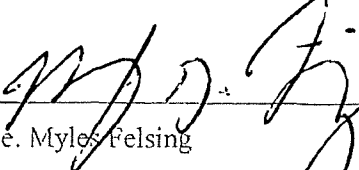
RUGS DIRECT HOLDINGS, LLC, a Delaware limited liability company

By:  (SEAL)  
Name: Myles Felsing  
Title: Chief Executive Officer

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

By:  (SEAL)  
Name: Myles Felsing  
Title: Chief Executive Officer

LIGHTOPIA, LLC, an Illinois limited liability company

By:  (SEAL)  
Name: Myles Felsing  
Title: Chief Executive Officer

SCHEDULE A

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>	1/11/05	<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>

267693182

TRADEMARK

REEL: 007844 FRAME: 0573

RECORDED: 09/12/2022