

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM763171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1000318492 ONTARIO INC.		10/21/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC		
Street Address:	1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5214748	INSULQUIET	
Registration Number:	5202578	AMPEX	
Serial Number:	85383243	AMDRIY	
Serial Number:	77188156	SILVERBOARD	
Serial Number:	78798769	WHOLE CLOTH PRODUCTIONS	
Serial Number:	76603864	STRONGER EVERY DAY	
Serial Number:	76603865	FORMLOCK	
Serial Number:	75897634	AMVIC	
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:	17044933657		
Email:	mmcgill@kslaw.com		
Correspondent Name:	Maggie McGill		
Address Line 1:	300 S. Tryon, Ste 2700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	20729.515015		
NAME OF SUBMITTER:	Maira Sheehan		

OP \$215.00 5214748

SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	10/24/2022
Total Attachments: 7 source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page1.tif source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page2.tif source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page3.tif source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page4.tif source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page5.tif source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page6.tif source=Trademark (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page7.tif	

TRADEMARK (U.S.) CANADIAN SECURITY AGREEMENT

THIS TRADEMARK (U.S.) CANADIAN SECURITY AGREEMENT, dated as of October 21, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favour of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among, *inter alios*, CA Foam Holdings, LLC, HF Foam Holdings, LLC, Drew Foam Companies Inc. and Foam Holdings, Inc., as borrowers (the “U.S. Borrowers”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and WhiteHorse, as Agent for the Lenders and the L/C Issuers, as amended by the First Amendment to Credit Agreement and Guarantee and Security Agreement dated as of December 15, 2020, the Second Amendment to Credit Agreement dated as of December 24, 2020, the Third Amendment to Credit Agreement dated as of February 24, 2021, the Fourth Amendment and Waiver to Credit Agreement entered into as of March 25, 2022 and the Fifth Amendment to Credit Agreement dated as of October 21, 2022 (as the same may be further amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Canadian Guarantee and Security Agreement of even date herewith in favour of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Canadian Guarantee and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Canadian Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark (U.S.) Canadian Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark (U.S.) Canadian Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Canadian Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark (U.S.) Canadian Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark (U.S.) Canadian Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark (U.S.) Canadian Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1000318492 ONTARIO INC., as
Grantor

By: Erin L. Murphy
Name: Erin Murphy
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

WHITEHORSE CAPITAL MANAGEMENT,
LLC
as Agent

By: _____
Name:
Title:

Acknowledgement of Grantor for Trademark (U.S.) Canadian Security Agreement

TRADEMARK
REEL: 007875 FRAME: 0900

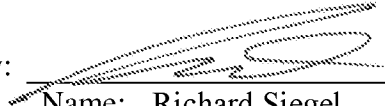
IN WITNESS WHEREOF, each Grantor has caused this Trademark (U.S.) Canadian Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1000318492 ONTARIO INC., as
Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WHITEHORSE CAPITAL MANAGEMENT,
LLC
as Agent

By:  _____
Name: Richard Siegel
Title: Authorized Signatory

Acknowledgement of Grantor for Trademark (U.S.) Canadian Security Agreement

TRADEMARK
REEL: 007875 FRAME: 0901

SCHEDULE I
TO
TRADEMARK (U.S.) CANADIAN SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

INSULQUIET INSULQUIET	Registered Section 44(D) Intent to Use - Filed USE APPLICATION - CURRENT Section 44(d) Filed Section 44(e) Currently App 10-NOV-2015 App 86814937 Reg 30-MAY-2017 Reg 5214748	INT. CL. 17 ACOUSTIC INSULATING MEMBRANE FOR USE IN THE CONSTRUCTION INDUSTRY
AMPEX AMPEX	Registered Section 44(D) Intent to Use - Filed USE APPLICATION - CURRENT Section 44(d) Filed Section 44(e) Currently App 15-JUN-2015 App 86662656 Reg 16-MAY-2017 Reg 5202578	INT. CL. 11 INSULATED PANELS FOR RADIANT HEATING USED FOR INDOOR AND OUTDOOR HEATING PURPOSES
AMDRY AMDRY	Registered Section 44(D) Intent to Use - Filed Section 44(d) Filed Section 44(e) Currently App 28-JUL-2011 App 85383243 Reg 22-JAN-2013 Reg 4278061	INT. CL. 17 NON-METALLIC BUILDING MATERIAL PRODUCTS, NAMELY, INSULATING BUILDING PANELS
SILVERBOARD SILVERBOARD	Renewed (Registered) Supplemental Register Intent to Use - Filed USE APPLICATION - CURRENT	INT. CL. 17 THERMAL INSULATED BOARDS FOR USE IN THE CONSTRUCTION INDUSTRY

	Section 44(d) Filed App 23-MAY-2007 App 77188156 Reg 08-JUN-2010 Reg 3801279 Rnw 08-JUN-2020	
AMDECK AMDECK	Renewed (Registered) Section 44(D) Intent to Use - Filed USE APPLICATION - CURRENT Section 44(d) Filed Section 44(e) Currently App 24-JAN-2006 App 78798169 Reg 25-SEP-2007 Reg 3297434 Rnw 25-SEP-2017	INT. CL. 19 MODULAR CONCRETE FORMS FOR THE CONSTRUCTION OF FLOORS AND CONCRETE DECKS
STRONGER EVERY DAY STRONGER EVERY DAY	Renewed (Registered) Section 44(D) Intent to Use - Filed Section 44(d) Filed Section 44(e) Currently App 23-JUL-2004 App 76603864 Reg 27-JUN-2006 Reg 3108440 Rnw 27-JUN-2016	INT. CL. 19 CONSTRUCTIONS MATERIALS, NAMELY, FLOOR PANELS; NON-METAL CEILING PANELS; CONCRETE BUILDING MATERIALS, NAMELY, BLOCKS, BRICKS, POSTS, SLABS AND PANELS; NON-METAL ROOF TRUSSES AND NON-METAL WINDOW FRAMES
FORMLOCK FORMLOCK	Renewed (Registered) Section 44(D) Intent to Use - Filed Section 44(d) Filed Section 44(e) Currently App 23-JUL-2004 App 76603865 Reg 24-JAN-2006 Reg 3047873 Rnw 24-JAN-2016	INT. CL. 19 INSULATING CONCRETE FORMS; NAMELY, INSULATED NON-METAL CASTING FORMS FOR CONCRETE
AMVIC	Renewed (Registered) Section 44(D) Intent to Use - Filed Section 44(d) Filed	INT. CL. 17 POLYSTYRENE INSULATION FOR BUILDING

	Section 44(e) Currently App 18-JAN-2000 App 75897634 Reg 12-AUG-2003 Reg 2749150 Rnw 12-AUG-2013	
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2. TRADEMARK APPLICATIONS

NIL

3. IP LICENSES

NIL