

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM762793

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
J.J. HAINES & COMPANY, LLC		10/17/2022	Limited Liability Company: MARYLAND
ST ACQUISITION, LLC		10/17/2022	Limited Liability Company: TEXAS
THE BELKNAP WHITE GROUP, LLC		10/17/2022	Limited Liability Company: RHODE ISLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	CITIZENS BANK, N.A., as Administrative Agent
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	4856698	ACADEMY
Registration Number:	6819333	BIG SKY
Registration Number:	5639492	CHASSIS
Registration Number:	5420009	CORE COLLECTION
Registration Number:	3087475	COUNTRY CLASSICS
Registration Number:	4611304	DERBY
Registration Number:	4985054	DEVAN
Registration Number:	4009884	EARTH WERKS
Registration Number:	3935009	EARTH WERKS
Registration Number:	3507558	EARTH WERKS FLOORING INSPIRED BY NATURE
Registration Number:	3769700	EARTHWERKS
Registration Number:	4006649	EARTHWERKS
Registration Number:	4012891	EARTHWERKS
Registration Number:	4856057	EARTHWERKS
Registration Number:	4846631	EARTHWERKS

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Property Type	Number	Word Mark
Registration Number:	6343431	FOOTAGE
Registration Number:	6860221	FOOTPRINTS
Registration Number:	3590053	G4L
Registration Number:	3585674	GREEN4LIFE
Registration Number:	6365744	INA
Registration Number:	6317574	INTERIORS NORTH AMERICA
Serial Number:	97540635	LINCOLN HIGHWAY
Registration Number:	4805385	PARKHILL
Registration Number:	5178165	PAVILION
Serial Number:	97094652	PERFORMANCE BACK
Registration Number:	6860231	REGATTA
Serial Number:	97152953	REPOSADO
Registration Number:	6860222	REVEILLE
Registration Number:	6411236	RIVERSHORE
Registration Number:	6419456	RIVERSIDE
Serial Number:	97540885	ROUTE 66
Registration Number:	4984041	SHERBROOKE
Registration Number:	6102913	STADIUM
Serial Number:	90906591	STC
Registration Number:	6102912	TAVERN
Registration Number:	5414696	THE DEVELOPMENT COLLECTION
Registration Number:	6673413	TRIPLEX
Registration Number:	3998464	TUFF SHIELD

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 2023704750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** Cogency Global Inc.

**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1812993

**NAME OF SUBMITTER:** Janet Wamsley

**SIGNATURE:** /Janet Wamsley/

**DATE SIGNED:** 10/21/2022

**Total Attachments:** 13

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**SECOND AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of October 17, 2022, by and among J.J. HAINES & COMPANY, LLC, a Maryland limited liability company (the "J.J. Haines"), ST ACQUISITION, LLC, a Texas limited liability company ("ST Acquisition"), and THE BELKNAP WHITE GROUP, LLC ("Belknap"), and together with J.J. Haines and ST Acquisition, individually, a "Grantor," and collectively, the "Grantors") in favor of CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, the Grantors entered into (a) that certain Amended and Restated Credit Agreement, dated as of October 13, 2022 among the Grantors, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), (b) that certain Amended and Restated Pledge and Security Agreement, dated as of October 13, 2022, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (c) that certain Trademark Security Agreement, dated as of October 21, 2020, by and between the Grantors thereto and the Administrative Agent (as amended and in effect immediately prior to the date hereto, the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Swift-Train Acquisition, ST Acquisition has acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Administrative Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.
2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. The Trademark Security Agreement is hereby amended by supplementing (but not restating) Schedule I thereof in the form of Schedule I-A hereto. From and after the date hereof, Schedule I to the Trademark Security Agreement shall be deemed to include the Grantors' registrations and applications for registration for the Trademarks identified on Schedule I-A hereto.
3. EFFECT ON TRADEMARK SECURITY AGREEMENT. Except as specifically provided herein, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and

agrees that all Trademark Collateral (including the Trademark Collateral described on Schedule I-A annexed hereto) shall continue to secure the Secured Obligations.

4. MISCELLANEOUS.

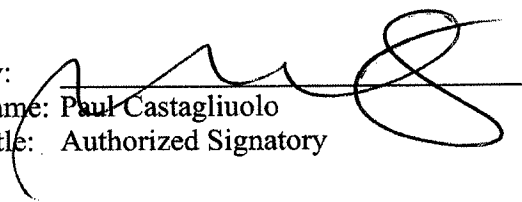
- (a) This Amendment may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment will be as effective as delivery of a manually executed counterpart of the Amendment.
- (b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.
- (c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.
- (d) Each Grantor hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Credit Agreement. Accordingly, it shall be an Event of Default under the Credit Agreement if (i) any representation or warranty made by any Grantor under or in connection with this Amendment shall have been untrue, false or misleading in any material respect when made, or (ii) any Grantor shall fail to perform or observe any term, covenant or agreement contained in this Amendment.
- (e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Trademark Security Agreement as of the day and year first above written.

**GRANTORS:**

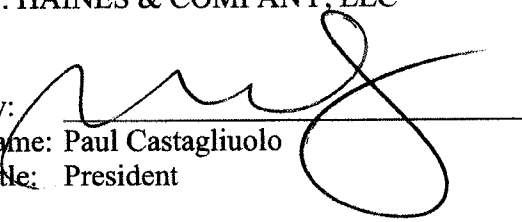
ST ACQUISITION, LLC

By:   
Name: Paul Castagliuolo  
Title: Authorized Signatory

THE BELKNAP WHITE GROUP, LLC

By:   
Name: Paul Castagliuolo  
Title: Executive Vice President

J.J. HAINES & COMPANY, LLC

By:   
Name: Paul Castagliuolo  
Title: President


**ADMINISTRATIVE AGENT:**

CITIZENS BANK, N.A.



By: *Peter Yelle*  
Name: Peter Yelle  
Title: SVP

SCHEDULE I-A

TRADEMARKS

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	USA	ACADEMY	4856698	Oct 7 2014	Nov 17 2015	[27] Carpeting
ST Acquisition	USA	BIG SKY	6819333	Jul 27 2021	Aug 16 2022	[19] Hardwood flooring; Solid and engineered hardwood flooring
ST Acquisition	USA	CHASSIS	5639492	Dec 21 2017	Dec 25 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
ST Acquisition	USA	CORE COLLECTION	5420009	Jul 21 2017	Mar 6 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile
ST Acquisition	USA	COUNTRY CLASSICS	3087475	Apr 29 2005	May 2 2006	[19] hardwood flooring
ST Acquisition	USA	DERBY	4611304	Nov 19 2013	Sep 23 2014	[19] Flooring, namely, luxury vinyl tile flooring
ST Acquisition	USA	DEVAN	4985054	Jun 5 2015	Jun 21 2016	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tiles
ST Acquisition	USA		4009884	May 29 2009	Aug 9 2011	[19] Vinyl flooring



Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	USA		3935009	May 22 2009	Mar 22 2011	[27] Carpeting
ST Acquisition	USA		3507558	Nov 12 2007	Sep 30 2008	[19] Floor tile, namely, PVC tile [, ceramic tile, ] and wood tile flooring [, laminate flooring ]
ST Acquisition	USA	EARTHWERKS	3769700	Oct 2 2007	Apr 6 2010	[19] Granite tile, ceramic tile, wood flooring and laminate flooring
ST Acquisition	USA	EARTHWERKS	4006649	May 22 2009	Aug 2 2011	[27] Carpeting
ST Acquisition	USA	EARTHWERKS	4012891	May 26 2009	Aug 16 2011	[19] Vinyl flooring
ST Acquisition	USA	EARTHWERKS	4856057	Jul 2 2013	Nov 17 2015	[19] Non-metal building materials, namely, non-metal wall base, stair risers, stair treads and PVC moulding
ST Acquisition	USA	EARTHWERKS	4846631	Nov 25 2013	Nov 3 2015	[19] tiles of glass and ceramic for walls and flooring
ST Acquisition	USA	FOOTAGE	6343431	May 22 2020	May 4 2021	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
ST Acquisition	USA	FOOTPRINTS	6860221	Oct 15 2020	Sep 27 2022	[19] Vinyl flooring; vinyl plank flooring

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	USA	G4L	3590053	Feb 11 2008	Mar 17 2009	[19] Tile, namely, vinyl tile; hardwood flooring, namely, floor boards of hardwood, floor tiles of hardwood, engineered hardwood flooring; wood flooring, namely, floor tiles of wood, floor boards of wood and laminate flooring
ST Acquisition	USA	GREEN4LIFE	3585674	Feb 11 2008	Mar 10 2009	[19] Tile, namely, vinyl tile; hardwood flooring, namely, floor boards of hardwood, floor tiles of hardwood, engineered hardwood flooring; wood flooring, namely, floor tiles of wood, floor boards of wood and laminate flooring
ST Acquisition	USA	INA	6365744	Apr 10 2020	May 25 2021	[19] Flooring, namely, vinyl flooring, tile flooring not of metal, vinyl tiles,

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	USA	INTERIORS NORTH AMERICA	6317574	Apr 10 2020	Apr 6 2021	ceramic tile, wood flooring, laminate flooring, hardwood flooring, prefinished non-metal flooring; Non-metal building materials, namely, non-metal wall base, stair risers, stair treads and PVC architectural moulding
ST	USA	LINCOLN HIGHWAY	97540635	Aug 9	n/a	[19] Laminate

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
Acquisition				2022		Flooring
ST Acquisition	USA	PARKHILL	4805385	Sep 16 2014	Sep 1 2015	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
ST Acquisition	USA	PAVILION	5178165	May 4 2016	Apr 4 2017	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
ST Acquisition	USA	PERFORMANCE BACK	97094652	Oct 27 2021	n/a	[27] Carpet backings; Carpet tile backing
ST Acquisition	USA	REGATTA	6860231	Oct 20 2020	Sep 27 2022	[19] Vinyl flooring; vinyl plank flooring; luxury vinyl tile
ST Acquisition	USA	REPOSADO	97152953	Dec 2 2021	n/a	[19] Vinyl flooring; vinyl plank flooring; luxury vinyl tile; luxury vinyl plank flooring
ST Acquisition	USA	REVELLE	6860222	Oct 15 2020	Sep 27 2022	[19] Vinyl flooring; vinyl plank flooring
ST Acquisition	USA	RIVERSHORE	6411236	Nov 13 2020	Jul 6 2021	[19] Vinyl flooring; Vinyl plank flooring; Luxury vinyl tile; Tile flooring not of metal
ST Acquisition	USA	RIVERSIDE	6419456	Nov 13 2020	Jul 13 2021	[19] Vinyl flooring; Vinyl plank flooring; Luxury vinyl tile; Tile flooring not of metal

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	USA	ROUTE 66	97540885	Aug 9 2022	n/a	[19] Vinyl flooring; vinyl plank flooring; luxury vinyl tile; luxury vinyl plank flooring; rigid vinyl tile; rigid core luxury vinyl flooring; solid polymer core (SPC) flooring
ST Acquisition	USA	SHERBROOKE	4984041	Sep 16 2014	Jun 21 2016	[19] Vinyl flooring; tile flooring, not of metal; luxury vinyl tiles
ST Acquisition	USA	STADIUM	6102913	Nov 12 2018	Jul 14 2020	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile; solid polymer core flooring
ST Acquisition	USA	STC	90906591	Aug 27 2021	n/a	[19] Flooring, namely, vinyl flooring, tile flooring not of metal, vinyl tiles, ceramic floor tile, wooden flooring, laminate flooring, hardwood flooring, prefinished

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	USA	TAVERN	6102912	Nov 12 2018	Nov 12 2018	hardwood flooring [27] Carpeting; Carpet tiles
ST Acquisition	USA	THE DEVELOPMENT COLLECTION	5414696	Jul 21 2017	Feb 27 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile
ST Acquisition	USA	TRIPLEX	6673413	Oct 15 2020	Mar 15 2022	[19] Vinyl flooring; vinyl plank flooring
ST Acquisition	USA	TUFF SHIELD	3998464	Feb 20 2008	Jul 19 2011	[19] Vinyl tile having a polyurethane coating [ including aluminum oxide ] to improve durability for residential use and not for use in garage or industrial settings; granite tile having a polyurethane coating [ including aluminum oxide ] to improve durability

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
ST Acquisition	Canada	EARTHWERKS	TMA959593		Jan 9 2017	[19] Flooring not of metal, namely, tiles of glass and ceramic for walls and floorings; vinyl floorings; carpeting; granite tile, ceramic

Grantor	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
						tile, wood flooring and laminate flooring; anti-slip floor coatings and floor protection varnishes; floor coverings not of metal, namely, vinyl floor coverings, floor carpets, anti-slip floor coatings and floor protection varnishes; non-metal wall base, stair risers, stair treads and pvc molding; tile of glass and ceramic for walls and flooring; non-metal tiles, namely, vinyl tiles; Granite tile, ceramic tile, wood flooring and laminate flooring; Vinyl Flooring

TRADEMARK

REEL: 007886 FRAME: 0841

RECORDED: 10/21/2022