

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777026

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WP IP, LLC		12/23/2022	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	American Entertainment Properties Corp.
Street Address:	9017 S. Pecos Road
Internal Address:	Suite 4350
City:	Henderson
State/Country:	NEVADA
Postal Code:	89074
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	0997623	ATELIER MARTEX
Registration Number:	2438867	BABY MARTEX
Registration Number:	6747328	CLEAN AF
Registration Number:	4067644	COLOR SOLUTIONS
Registration Number:	4210766	COLOR SOLUTIONS
Registration Number:	5443943	CONTINUOUS COLOR
Registration Number:	5909612	
Registration Number:	4230386	DREAM SPUN
Registration Number:	4795802	DREAMSPUN
Registration Number:	3854275	DRYFAST
Registration Number:	3336061	ECOPURE
Registration Number:	3693733	ECOPURE
Registration Number:	4467038	ECOPURE
Registration Number:	2881959	FIVE STAR HOTEL COLLECTION
Registration Number:	4919644	FLATIRON
Registration Number:	5286541	FLATIRON
Registration Number:	5571764	FLATIRON
Registration Number:	6114320	GRAND PATRICIAN

TRADEMARK

REEL: 007933 FRAME: 0230

900740845

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Property Type	Number	Word Mark
Registration Number:	2143522	GRAND PATRICIAN
Registration Number:	3739967	GRAND PATRICIAN
Registration Number:	5686501	GRYPHON
Registration Number:	6165434	INTELLI WEAVE
Registration Number:	4444537	INTELLIWEAVE
Registration Number:	3542450	LADY PEPPERELL
Registration Number:	4874626	LADY PEPPERELL
Registration Number:	6402020	LADY PEPPERELL
Registration Number:	3811993	LASTING COLOR
Registration Number:	5093001	LEMON TREE
Registration Number:	0738713	LUXOR
Registration Number:	4302571	LUXOR
Registration Number:	5967982	MARTEX AIRFLOW
Registration Number:	5681756	MARTEX AIRFLOW
Registration Number:	5541224	MARTEX CLASSIC TOUCH
Registration Number:	5509306	MARTEX EASY LIVING
Registration Number:	5465136	MARTEX EVERLASTING COLOR
Registration Number:	5807592	MARTEX GREEN
Registration Number:	5807530	MARTEX GREEN
Registration Number:	6747529	MARTEX HEALTH
Registration Number:	6402024	MARTEX HEALTH
Registration Number:	6402021	MARTEX HEALTH
Registration Number:	6725587	MARTEX HEALTH
Registration Number:	5324674	MARTEX SIMPLICITY
Registration Number:	0876631	MARTEX
Registration Number:	1351712	MARTEX
Serial Number:	97257002	MARTEX
Registration Number:	5525379	MARTEX BASICS
Registration Number:	5514348	MARTEX MILLENNIUM
Registration Number:	2483486	MODERN LIVING
Registration Number:	4302572	MODERN LIVING
Registration Number:	4748347	NOSTALGIA HOME
Registration Number:	4346319	NOSTALGIA HOME
Registration Number:	4476294	NOSTALGIA HOME
Registration Number:	4346318	NOSTALGIA HOME
Registration Number:	4476295	NOSTALGIA HOME
Registration Number:	4748346	NOSTALGIA HOME
Registration Number:	2143523	PATRICIAN

Property Type	Number	Word Mark
Registration Number:	4372783	PURE LIVING
Registration Number:	1349480	REST SECURE
Registration Number:	5032555	SEDUCTION
Registration Number:	0934519	SOVEREIGN
Registration Number:	5503351	STAY WHITE
Registration Number:	3538906	STAYBRIGHT
Registration Number:	6531565	THE CLEAN SHEET
Registration Number:	6330196	THE CLEAN TOWEL
Registration Number:	6059297	TRUE FIT
Registration Number:	6064792	TRUE FIT
Registration Number:	4804730	ULTRA TOUCH
Registration Number:	6746527	ULTRA TOUCH
Registration Number:	1166573	UTICA
Registration Number:	5716725	UTICA
Registration Number:	0936147	VELLUX
Serial Number:	97430365	VELLUX
Registration Number:	0987952	VELLUX/ROYAL
Registration Number:	3737358	WESTPOINT HOME
Registration Number:	3919998	WESTPOINT HOME
Registration Number:	5027510	WESTPOINT HOSPITALITY

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	12/28/2022

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of December 23, 2022, is made by the entities listed as Grantors on the signature pages hereto (each, a “Grantor” and collectively, “Grantors”), in favor of American Entertainment Properties Corp., a Delaware corporation (the “Lender”).

Grantors have executed and delivered a Pledge and Security Agreement, dated as of December 23, 2022, with and in favor of the Lender for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). Grantors have pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of the Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each such Grantor, hereby pledge and grant to the Lender a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of each such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all trademark licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) 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.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WP IP, LLC, as Grantor

By: Jonathan Storie

Name: Jonathan A. Storie


Title: Chief Financial Officer

AMERICAN ENTERTAINMENT
PROPERTIES CORP.,
as Lender

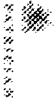
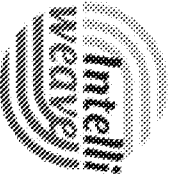
By: 
Name: Ted Papapostolou
Title: Chief Financial Officer

Schedule 1



Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	ATELIER MARTEX	August 14, 1973	72465340	November 5, 1974	0997623	Registered	WP IP, LLC
US Federal	BABY MARTEX	March 31, 1998	75459932	March 27, 2001	2438867	Registered	WP IP, LLC
US Federal	CLEAN AF	February 27, 2020	88812791	May 31, 2022	6747328	Registered	WP IP, LLC
US Federal	COLOR SOLUTIONS	March 27, 2009	77700958	December 6, 2011	4067644	Registered	WP IP, LLC
US Federal	COLOR SOLUTIONS	December 28, 2010	85206764	September 18, 2012	4210766	Registered	WP IP, LLC


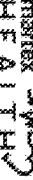
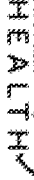
Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	CONTINUOUS COLOR	April 29, 2016	87020019	April 10, 2018	5443943	Registered	WP IP, LLC
US Federal	Design Only 	August 14, 2018	88077910	November 12, 2019	5909612	Registered	WP IP, LLC
US Federal	DREAM SPUN	January 20, 2010	77983374	October 23, 2012	4230386	Registered	WP IP, LLC
US Federal	DREAMSPUN	August 14, 2013	86037943	August 18, 2015	4795802	Registered	WP IP, LLC
US Federal	DRYFAST	June 11, 2008	77496018	September 28, 2010	3854275	Registered	WP IP, LLC
US Federal	ECOPURE	January 28, 2005	78556027	November 13, 2007	3336061	Registered	WP IP, LLC

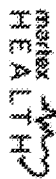
Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	ECOPURE	June 20, 2008	77503722	October 6, 2009	3693733	Registered	WP IP, LLC
US Federal	ECOPURE	March 13, 2012	85568243	January 14, 2014	4467038	Registered	WP IP, LLC
US Federal	FIVE STAR HOTEL COLLECTIO N and Design	October 12, 1999	75820706	September 7, 2004	2881959	Registered	WP IP, LLC
US Federal	FLATIRON	December 18, 2013	86978250	March 15, 2016	4919644	Registered	WP IP, LLC
US Federal	FLATIRON	December 18, 2013	86147380	September 12, 2017	5286541	Registered	WP IP, LLC
US Federal	FLATIRON	July 21, 2017	87538038	September 25, 2018	5571764	Registered	WP IP, LLC




Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	GRAND PATRICIAN and Design 	December 4, 2018	88216658	July 28, 2020	6114320	Registered	WP IP, LLC
US Federal	GRAND PATRICIAN	September 17, 1996	75167307	March 10, 1998	2143522	Registered and Renewed	WP IP, LLC
US Federal	GRAND PATRICIAN	June 29, 2009	77770356	January 19, 2010	3739967	Registered and Renewed	WP IP, LLC
US Federal	GRYPHON	December 11, 2015	86846420	February 26, 2019	5686501	Registered	WP IP, LLC
US Federal	INTELLI WEAVE and Design 	August 6, 2019	88568729	September 29, 2020	6165434	Registered	WP IP, LLC


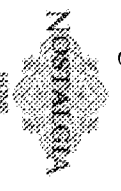
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US Federal	INTELLIWEA VE	March 14, 2012	85569120	December 3, 2013	4444537	Registered	WP IP, LLC
US Federal	LADY PEPPERELL	February 27, 2007	77117336	December 9, 2008	3542450	Registered	WP IP, LLC
US Federal	LADY PEPPERELL	November 15, 2011	85472806	December 22, 2015	4874626	Registered	WP IP, LLC
US Federal	LADY PEPPERELL	October 7, 2020	90239510	June 29, 2021	6402020	Registered	WP IP, LLC
US Federal	LASTING COLOR	May 26, 2009	77744732	June 29, 2010	3811993	Registered	WP IP, LLC
US Federal	LEMON TREE and Design	March 21, 2016	86947641	November 29, 2016	5093001	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
							
US Federal	LUXOR	April 24, 1958	72050331	October 2, 1962	0738713	Registered	WP IP, LLC
US Federal	LUXOR	January 23, 2012	85522987	March 12, 2013	4302571	Registered	WP IP, LLC
US Federal	MARTEX AIRFLOW and Design 	December 1, 2017	87705036	January 21, 2020	5967982	Registered	WP IP, LLC
US Federal	MARTEX AIRFLOW	December 1, 2017	87705020	February 19, 2019	5681756	Registered	WP IP, LLC
US Federal	MARTEX CLASSIC TOUCH	July 8, 2014	86331368	August 14, 2018	5541224	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	MARTEX EASY LIVING	December 23, 2016	87279890	July 3, 2018	5509306	Registered	WP IP, LLC
US Federal	MARTEX EVERLASTI NG COLOR	April 29, 2016	87020009	May 8, 2018	5465136	Registered	WP IP, LLC
US Federal	MARTEX GREEN and Design 	November 2, 2017	87669005	July 16, 2019	5807592	Registered	WP IP, LLC
US Federal	MARTEX GREEN	October 6, 2017	87637044	July 16, 2019	5807530	Registered	WP IP, LLC
US Federal	MARTEX HEALTH and Design 	March 19, 2020	88984093	May 31, 2022	6747529	Registered	WP IP, LLC
US Federal	MARTEX HEALTH and Design 	March 19, 2020	88840457	--	--	Pending	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	MARTEX HEALTH and Design 	October 7, 2020	90239558	June 29, 2021	6402024	Registered	WP IP, LLC
US Federal	MARTEX HEALTH	October 7, 2020	90239514	June 29, 2021	6402021	Registered	WP IP, LLC
US Federal	MARTEX HEALTH	March 18, 2020	88984039	May 24, 2022	6725587	Registered	WP IP, LLC
US Federal	MARTEX SIMPLICITY	March 10, 2016	86936136	October 31, 2017	5324674	Registered	WP IP, LLC
US Federal	MARTEX	December 18, 1968	72314839	September 9, 1969	0876631	Registered	WP IP, LLC
US Federal	MARTEX	January 31, 1985	73520038	July 30, 1985	1351712	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	MARTEX	February 8, 2022	97257002	--	--	Pending	WP IP, LLC
US Federal	MARTEX BA SICS and Design 	June 29, 2016	87088375	July 24, 2018	5525379	Registered	WP IP, LLC
US Federal	MARTEX MI LLENNIUM and Design 	June 29, 2016	87088349	July 10, 2018	5514348	Registered	WP IP, LLC
US Federal	MODERN LIVING	October 12, 1999	75819884	August 28, 2001	2483486	Registered	WP IP, LLC
US Federal	MODERN LIVING	January 23, 2012	85523113	March 12, 2013	4302572	Registered	WP IP, LLC
US Federal	NOSTALGIA HOME and Design 	September 28, 2012	85741630	June 2, 2015	4748347	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal		October 1, 2012	85742590	June 4, 2013	4346319	Registered	WP IP, LLC
US Federal		September 28, 2012	85980888	January 28, 2014	4476294	Registered	WP IP, LLC
US Federal	NOSTALGIA HOME	October 1, 2012	85742567	June 4, 2013	4346318	Registered	WP IP, LLC
US Federal	NOSTALGIA HOME	September 28, 2012	85980889	January 28, 2014	4476295	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	NOSTALGIA HOME	September 28, 2012	85741588	June 2, 2015	4748346	Registered	WP IP, LLC
US Federal	PATRICIAN	September 17, 1996	75167308	March 10, 1998	2143523	Registered	WP IP, LLC
US Federal	PURE LIVING	September 18, 2009	77829736	July 23, 2013	4372783	Registered	WP IP, LLC
US Federal	REST SECURE	July 2, 1984	73487839	July 16, 1985	1349480	Registered	WP IP, LLC
US Federal	SEDUCTION	December 16, 2014	86482219	August 30, 2016	5032555	Registered	WP IP, LLC
US Federal	SOVEREIGN	October 29, 1970	72374729	May 23, 1972	0934519	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	STAY WHITE	November 24, 2014	86463474	June 26, 2018	5503351	Registered	WP IP, LLC
US Federal	STAYBRIGH T	June 19, 2006	78910906	November 25, 2008	3538906	Registered	WP IP, LLC
US Federal	THE CLEAN SHEET	February 27, 2020	88812497	October 19, 2021	6531565	Registered	WP IP, LLC
US Federal	THE CLEAN TOWEL	March 13, 2020	88833736	April 20, 2021	6330196	Registered	WP IP, LLC
US Federal	TRUE FIT and Design TRUE FIT	May 1, 2018	87902597	May 19, 2020	6059297	Registered	WP IP, LLC
US Federal	TRUE FIT	May 1, 2018	87902594	May 26, 2020	6064792	Registered	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	ULTRA TOUCH	December 6, 2013	86137315	September 1, 2015	4804730	Registered	WP IP, LLC
US Federal	ULTRA TOUCH	July 13, 2021	90825136	May 31, 2022	6746527	Registered	WP IP, LLC
US Federal	UTICA	February 15, 1979	73203948	August 25, 1981	1166573	Registered	WP IP, LLC
US Federal	UTICA	October 6, 2017	87637015	April 2, 2019	5716725	Registered	WP IP, LLC
US Federal	VELLUX	April 23, 1971	72390158	June 20, 1972	0936147	Registered	WP IP, LLC
US Federal	VELLUX	May 26, 2022	97430365	--	--	Pending	WP IP, LLC

Country	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Owner
US Federal	VELLUX/ROYAL	April 24, 1973	72455468	July 9, 1974	0987952	Registered	WP IP, LLC
US Federal	VELLUXURY	February 20, 2020	88804338	--	--	Pending	WP IP, LLC
US Federal	WESTPOINT HOME (Stylized)	March 1, 2007	77120084	January 12, 2010	3737358	Registered	WP IP, LLC
US Federal	WESTPOINT HOME (Stylized)	March 1, 2007	77120006	February 15, 2011	3919998	Registered	WP IP, LLC
US Federal	WESTPOINT HOSPITALITY (Stylized)	February 14, 2014	86194291	August 23, 2016	5027510	Registered	WP IP, LLC