

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Culp, Inc.		01/19/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	550 S. Tryon St.		
Internal Address:	Floor 30		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6229118	LIVESMART OUTDOOR	
Registration Number:	6228924	LIVESMART EVOLVE	
Registration Number:	5492757	LIVESMART	
Registration Number:	5233995	YARNSMART	
Registration Number:	5191231	LIVESMART	
Registration Number:	5190697	I-CLEAN	
Registration Number:	4502918	I-CLEAN	
Serial Number:	97676884	ANYSPACE	
Serial Number:	97545556	I-CLEAN	
Serial Number:	90584664	RE.IMAGINE	
Serial Number:	90518602	LIVESMART BARRIER PLUS	
Serial Number:	90242076	LIVESMART ULTRA	
Serial Number:	90240078	I-CLEAN BARRIER PLUS	
Serial Number:	88788103	SIMPLY EVOLVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.048500
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NAME OF SUBMITTER:	Brittiny Slicker
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SIGNATURE:	/Brittiny Slicker/
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DATE SIGNED:	01/20/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of January 19, 2023, by and between the Grantor listed on the signature pages hereof (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as Secured Party (as defined in the Security Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CULP, INC., a North Carolina corporation (together with any entity that may hereafter become party to the Credit Agreement as a Borrower, individually, a "Borrower" and collectively, "Borrowers"), READ WINDOW PRODUCTS, LLC, a North Carolina limited liability company (together with any entity that may hereafter become party to the Credit Agreement as a Guarantor, individually, a "Guarantor" and collectively, "Guarantors", and together with Borrowers, individually, a "Loan Party" and collectively, the "Loan Parties"), and Wells Fargo, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Amended and Restated Security Agreement, dated as of January 19, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, this Trademark Security Agreement.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I; provided, that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that, upon submission and acceptance by

the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a), such intent-to-use trademark application shall cease to be Excluded Property and shall be considered Trademark Collateral;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the 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 incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be 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. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or

photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; FORUM NON CONVENIENS; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, AND SUBMISSION TO JURISDICTION SET FORTH IN SECTIONS 8.1, 8.2, 8.3, AND 8.4 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CULP, INC.

By: 

Name: Kenneth R. Bowling

Title: EVP, CFO, and Treasurer

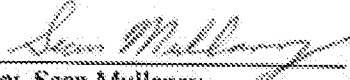
[CULP---TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Sean Mullaney
Title: Authorized Signatory

[CULP---TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007950 FRAME: 0447

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Culp, Inc.	UNITED STATES	LIVSMART OUTDOOR	6229118	December 22, 2020
Culp, Inc.	UNITED STATES	LIVSMART EVOLVE	6228924	December 22, 2020
Culp, Inc.	UNITED STATES	LIVSMART	5492757	June 12, 2018
Culp, Inc.	UNITED STATES	YARNSMART	5233995	June 27, 2017
Culp, Inc.	UNITED STATES	LIVSMART	5191231	April 25, 2017
Culp, Inc.	UNITED STATES	I-CLEAN	5190697	April 25, 2017
Culp, Inc.	UNITED STATES	I-CLEAN	4502918	March 25, 2014
Culp, Inc.	UNITED STATES	ANYSPACE	97676884	November 14, 2022
Culp, Inc.	UNITED STATES	I-CLEAN	97545556	August 11, 2022
Culp, Inc.	UNITED STATES	RE.IMAGINE	90584664	March 17, 2021
Culp, Inc.	UNITED STATES	LIVSMART BARRIER PLUS	90518602	February 8, 2021
Culp, Inc.	UNITED STATES	LIVSMART ULTRA	90242076	October 8, 2020
Culp, Inc.	UNITED STATES	I-CLEAN BARRIER PLUS	90240078	October 7, 2020
Culp, Inc.	UNITED STATES	SIMPLY EVOLVE	88788103	February 6, 2020
Culp, Inc.	CANADA	LIVSMART	1149778	November 7, 2022
Culp, Inc.	CANADA	LIVSMART OUTDOOR	1145396	October 12, 2022
Culp, Inc.	CANADA	LIVSMART EVOLVE	1137277	August 10, 2022
Culp, Inc.	JAPAN	LIVSMART	1588823	February 24, 2022
Culp, Inc.	MEXICO	LIVSMART BARRIER PLUS	2360981	February 22, 2022
Culp, Inc.	MEXICO	LIVSMART BARRIER PLUS	2360980	February 22, 2022
Culp, Inc.	MEXICO	LIVSMART ULTRA	2360979	February 22, 2022
Culp, Inc.	MEXICO	I-CLEAN BARRIER PLUS	2349135	January 25, 2022
Culp, Inc.	MEXICO	I-CLEAN BARRIER PLUS	2349134	January 25, 2022
Culp, Inc.	SAUDI ARABIA	LIVSMART ULTRA	1442021757 20	June 20, 2021
Culp, Inc.	WIPO	LIVSMART	1588823	March 18, 2021
Culp, Inc.	MEXICO	LIVSMART OUTDOOR	2121237	September 4, 2020
Culp, Inc.	MEXICO	LIVSMART EVOLVE	2102707	July 29, 2020
Culp, Inc.	EUROPEAN UNION	LIVSMART OUTDOOR	018180980	May 22, 2020
Culp, Inc.	GREAT BRITAIN	LIVSMART OUTDOOR	918180980	May 22, 2020
Culp, Inc.	SAUDI ARABIA	LIVSMART OUTDOOR	1441015141	May 15, 2020
Culp, Inc.	EUROPEAN UNION	LIVSMART EVOLVE	018148654	February 27, 2020
Culp, Inc.	GREAT BRITAIN	LIVSMART EVOLVE	918148654	February 27, 2020
Culp, Inc.	SAUDI ARABIA	LIVSMART EVOLVE	1441008446	February 12, 2020
Culp, Inc.	SAUDI ARABIA	LIVSMART	1440030362	November 17, 2019
Culp, Inc.	EUROPEAN UNION	LIVSMART	018028216	August 27, 2019
Culp, Inc.	GREAT BRITAIN	LIVSMART	918028216	August 27, 2019
Culp, Inc.	MEXICO	LIVSMART	2001005	May 17, 2019

Culp, Inc.	MEXICO	LIVESMART	2001004	May 17, 2019
Culp, Inc.	CANADA	I-CLEAN	TMA1014207	January 30, 2019
Culp, Inc.	KOREA	LIVESMART ENJOY LIFE STAY SPOTLESS by CULP & Design	40-2022-0083436	May 4, 2022
Culp, Inc.	CHINA	LIVESMART	59034792	September 6, 2021
Culp, Inc.	CANADA	RE.IMAGINE	2128368	August 19, 2021
Culp, Inc.	CANADA	I-CLEAN BARRIER PLUS	2091971	March 15, 2021
Culp, Inc.	CANADA	LIVESMART BARRIER PLUS	2084623	February 12, 2021
Culp, Inc.	CANADA	LIVESMART ULTRA	2084255	February 11, 2021

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Country/State</u>	<u>Registration/Application Number, if Any</u>	<u>Description</u>
La-Z-Boy Incorporated	Culp, Inc.	United States	4502918, 5,190,697	License of Culp's i-clean® trademark
Kroger Co.	Culp, Inc.	United States	5191231, 5492757	License of Culp's LiveSmart trademark
Whalen LLC	Culp, Inc.	United States	5191231, 5492757	License of Culp's LiveSmart trademark