

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786050

<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>
Cerberus Business Finance, LLC		09/07/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3293775	REWARD	
<b>Registration Number:</b>	3285931	RENAISSANCE COLLECTION	
<b>Registration Number:</b>	4530515	MONARCH PLANK	
<b>Registration Number:</b>	4449140	SEQUOIA CARPET	
<b>Registration Number:</b>	4522086	SEQUOIA CARPET	
<b>Registration Number:</b>	4657349	ASCENT	
<b>Registration Number:</b>	4732803	CONSTANTCOLOR	
<b>Registration Number:</b>	5196926	RIGID PLUS	
<b>Registration Number:</b>	5196927	RIGID PLUS PREMIUM	
<b>Serial Number:</b>	86893489	PACIFIC PRIDE PRODUCTS	
<b>Serial Number:</b>	87475115	GEMCORE BY REWARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-17096 F.M.)		

OP \$290.00 3293775

**Address Line 1:** Blank Rome LLP  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 074658-17096

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 02/10/2023

**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment"), dated as of September 7, is made by **CERBERUS BUSINESS FINANCE, LLC**, as the resigning Collateral Agent (in such capacity, the "Resigning Agent") and **PNC BANK, NATIONAL ASSOCIATION**, as successor Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Successor Agent"). Capitalized terms used but not defined herein have the meanings assigned to them in the Trademark Security Agreement (as defined below).

**RECITALS:**

**WHEREAS**, Galleher LLC, a Delaware limited liability company (the "Grantor"), is party to (x) that certain Financing Agreement, dated as of October 31, 2017 (as amended, modified, restated or supplemented from time to time, the "Financing Agreement") among Grantor, certain of its affiliates as borrower(s) and guarantor(s), Resigning Agent, as the collateral agent for the lenders thereunder, and certain other parties, and (y) that certain Pledge and Security Agreement October 31, 2017 (as amended, modified, restated or supplemented from time to time, the "Security Agreement") among Grantor, certain of its affiliates as grantors, and Resigning Agent, as the collateral agent for the lenders under the Financing Agreement;

**WHEREAS**, in connection with the Financing Agreement and the Security Agreement, the Grantor executed and delivered to the Resigning Agent the Notice of Grant of Security Interest in Trademarks dated on or about October 31, 2017 and recorded with the United States Patent and Trademark Office, Trademark Division on October 31, 2017 at Reel 6189 Frame 0798 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time the "Trademark Security Agreement") pursuant to which the Grantor granted a security interest in and to the intellectual property identified in Exhibit A; and

**WHEREAS**, pursuant to that certain Third Amendment and Agency Resignation and Appointment dated as of the date hereof (the "Collateral Agent Resignation and Appointment Agreement") by and among Grantor, Resigning Agent, Successor Agent, and others, Resigning Agent has resigned as the collateral agent under the Financing Agreement, the Security Agreement, and the Trademark Security Agreement, and the Successor Agent has been appointed as the successor collateral agent under the Financing Agreement, the Security Agreement, and the Trademark Security Agreement, and in connection with the foregoing, Resigning Agent has agreed to and has irrevocably and absolutely assigned, delegated, granted, transferred, conveyed, and delivered to the Successor Agent all of its rights, powers (including powers of attorney) benefits, privileges, duties, obligations and interests in the Financing Agreement and all other Loan Documents, including the Security Agreement and the Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to give full effect to the Collateral Agent Resignation and Appointment Agreement, Resigning Agent hereby assigns and transfers to Successor Agent (and its successors and assigns in such capacity), all of the rights, powers (including powers of attorney), benefits, privileges, duties obligations, and interest of Resigning Agent (as the collateral agent under the Financing Agreement and the Security Agreement and as the Assignee named in the Trademark Security Agreement) in and to the Trademark Security Agreement.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

CERBERUS BUSINESS FINANCE, LLC

By:  \_\_\_\_\_

Name: Daniel E. Wolf

Title: Chief Executive Officer

**SUCCESSOR AGENT:**

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

CERBERUS BUSINESS FINANCE, LLC

By: \_\_\_\_\_

Name:

Title:

**SUCCESSOR AGENT:**

PNC BANK, NATIONAL ASSOCIATION

By: **Janeann Fehrle** \_\_\_\_\_

Digitally signed by Janeann

Fehrle

Date: 2021.09.03 11:51:50 -04'00'

Name: Janeann Fehrle

Title: Senior Vice President

EXHIBIT A

Trademarks and Trademark Applications:

TRADEMARKS

1. Registered Trademarks

<b>Registered Trademarks owned by Galleher LLC</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
Reward	<u>Galleher LLC</u>	USA	3,293,775	09/18/07	Registered
Renaissance Collection	<u>Galleher LLC</u>	USA	3,285,931	08/28/07	Registered
Monarch Plank	<u>Galleher LLC</u>	USA	4,530,515	05/13/14	Registered
Sequoia Carpet	<u>Galleher LLC</u>	USA	4,449,140	12/10/13	Registered
Ascent	<u>Galleher LLC</u>	USA	4,657,349	12/16/14	Registered
Sequoia Carpet & Designs	<u>Galleher LLC</u>	USA	4,522,086	04/29/14	Registered
ConstantColor	<u>Galleher LLC</u>	USA	4,732,803	05/05/15	Registered
Rigid Plus	<u>Galleher LLC</u>	USA	5,196,926	05/02/17	Registered
Rigid Plus Premium	<u>Galleher LLC</u>	USA	5,196,927	05/02/17	Registered

2. Trademark Applications

<b>Pending Trademarks Applications owned by Galleher LLC</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Status</b>
Pacific Pride Products	<u>Galleher LLC</u>	USA	86/893,489	02/01/2016	Published
Reward Gemcore	<u>Galleher LLC</u>	USA	87/475,115	06/05/2017	Pending