

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835600

| | | | |
|-----------------------------------|-------------------------------------|------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fibrix, LLC | | 08/29/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Toronto-Dominion Bank, as Agent | | |
| Street Address: | 66 Wellington Street West | | |
| Internal Address: | 9th Floor | | |
| City: | Toronto | | |
| State/Country: | ONTARIO | | |
| Postal Code: | M5K 1A2 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1259066 | B B SATIN STAR | |
| Registration Number: | 2685756 | BLIZZARD BLANKET | |
| Registration Number: | 2715150 | BUFFALO HAY | |
| Registration Number: | 2142396 | BUFFALO SNOW | |
| Registration Number: | 1560941 | BUFFALO SNOW | |
| Registration Number: | 1207283 | COMFORTLOFT | |
| Registration Number: | 3033603 | CREAM ROSE | |
| Registration Number: | 1456553 | CUMUFLEX | |
| Registration Number: | 3571354 | ECOSNOW | |
| Registration Number: | 3025581 | FIBERLOFT | |
| Registration Number: | 2421488 | FROSTY SNOW | |
| Registration Number: | 2715149 | HALLOWEEN HAY | |
| Registration Number: | 2715177 | HAY-LITES | |
| Registration Number: | 2609686 | HI-LITES | |
| Registration Number: | 1136227 | MOUNTAIN MIST | |
| Registration Number: | 150127 | MOUNTAIN MIST | |
| Registration Number: | 2882254 | ORIGINAL BUFFALO GRASS | |
| Registration Number: | 2871160 | ORIGINAL BUFFALO GRASS | |
| | | TRADEMARK | |

OP \$815.00 1259066

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 2871157 | ORIGINAL BUFFALO HAY |
| Registration Number: | 2871158 | ORIGINAL BUFFALO SNOW |
| Registration Number: | 1058456 | PILLOWLOFT |
| Registration Number: | 2987075 | POLYBOARD |
| Registration Number: | 1401254 | QUILT-LIGHT |
| Registration Number: | 2107497 | SNOW COVER |
| Registration Number: | 1865828 | SNOW COVER BLANKET |
| Registration Number: | 1873993 | SNOW DRIFT |
| Registration Number: | 2918511 | SNOW FLAKES |
| Registration Number: | 3240290 | SNOWCAP |
| Registration Number: | 1908637 | SNOW-TEX |
| Registration Number: | 530325 | SPARKL-TEX |
| Registration Number: | 1862556 | SUPER FLUFF! |
| Registration Number: | 3043699 | WHITE ROSE |

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: 3124163730
Email: UCCTeam2@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 2929 Allen Pkwy
Address Line 2: Suite 3300
Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER: Michelle A. Covert

SIGNATURE: /Michelle A. Covert/

DATE SIGNED: 08/30/2023

Total Attachments: 8
source=94812255#page1.tif
source=94812255#page2.tif
source=94812255#page3.tif
source=94812255#page4.tif
source=94812255#page5.tif
source=94812255#page6.tif
source=94812255#page7.tif
source=94812255#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fibrix, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 29 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Toronto-Dominion Bank, as Agent

Street Address: 66 Wellington Street West, 9th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5K 1A2

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto

See Schedule A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michelle A. Covert

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-2959

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signatory Michelle A. Covert for Chapman and Cutler LLP

August 29, 2023

Signature

Date

Michelle A. Covert, Paralegal

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

TRADEMARK COLLATERAL AGREEMENT

This 29th day of August, 2023, Fibrix, LLC, a Delaware limited liability company (“*Debtor*”), with its principal place of business and mailing address at 1820 Evans St., NE, Conover, North Carolina, 28613, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Toronto-Dominion Bank, with its mailing address at 66 Wellington Street West, 9th Floor, Toronto, Ontario M5K 1A2, acting as administration agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (The Toronto-Dominion Bank acting as such administration agent and any successor(s) or assign(s) to The Toronto-Dominion Bank acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto from time to time and Agent, as the same may be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral

Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

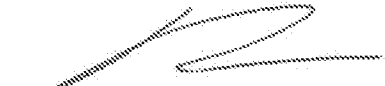
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

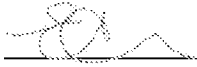
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FIBRIX, LLC

By 
Name JOE PATRICK
Title VP

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By  _____
Name Emilia Casado
Title Vice President, Loan Syndications - Agency





By N/A _____
Name _____
Title _____

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

| Applicant/Owner | Country | Mark | Goods/Services | Reg. No. |
|------------------------|----------------|------------------------|-----------------------|-----------------|
| Fbrix, LLC | United States | B B SATIN STAR | | 1259066 |
| Fbrix, LLC | United States | BLIZZARD BLANKET | | 2685756 |
| Fbrix, LLC | United States | BUFFALO HAY | | 2715150 |
| Fbrix, LLC | United States | BUFFALO SNOW | | 2142396 |
| Fbrix, LLC | United States | BUFFALO SNOW | | 1560941 |
| Fbrix, LLC | United States | COMFORTLOFT | | 1207283 |
| Fbrix, LLC | United States | CREAM ROSE | | 3033603 |
| Fbrix, LLC | United States | CUMUFLIX | | 1456553 |
| Fbrix, LLC | United States | ECOSNOW | | 3571354 |
| Fbrix, LLC | United States | FIBERLOFT | | 3025581 |
| Fbrix, LLC | United States | FROSTY SNOW | | 2421488 |
| Fbrix, LLC | United States | HALLOWEEN HAY | | 2715149 |
| Fbrix, LLC | United States | HAY-LITES | | 2715177 |
| Fbrix, LLC | United States | HI-LITES | | 2609686 |
| Fbrix, LLC | United States | MOUNTAIN MIST | | 1136227 |
| Fbrix, LLC | United States | MOUNTAIN MIST | | 150127 |
| Fbrix, LLC | United States | ORIGINAL BUFFALO GRASS | | 2882254 |

| Applicant/Owner | Country | Mark | Goods/Services | Reg. No. |
|-----------------|---------------|------------------------------------|--|----------|
| Fbrix, LLC | United States | ORIGINAL BUFFALO GRASS & Design |  | 2871160 |
| Fbrix, LLC | United States | ORIGINAL BUFFALO HAY & Design |  | 2871157 |
| Fbrix, LLC | United States | ORIGINAL BUFFALO SNOW & Design |  | 2871158 |
| Fbrix, LLC | United States | PILLOWLOFT | | 1058456 |
| Fbrix, LLC | United States | POLYBOARD | | 2987075 |
| Fbrix, LLC | United States | QUILT-LIGHT | | 1401254 |
| Fbrix, LLC | United States | SNOW COVER | | 2107497 |
| Fbrix, LLC | United States | SNOW COVER BLANKET | | 1865828 |
| Fbrix, LLC | United States | SNOW DRIFT | | 1873993 |
| Fbrix, LLC | United States | SNOW FLAKES | | 2918511 |
| Fbrix, LLC | United States | SNOWCAP & Design |  | 3240290 |

| Applicant/Owner | Country | Mark | Goods/Services | Reg. No. |
|-----------------|---------------|-----------------------|----------------|------------|
| Fibrix, LLC | United States | SNOW-TEX | | 1908637 |
| Fibrix, LLC | United States | SPARKL-TEX | | 530325 |
| Fibrix, LLC | United States | SUPER FLUFF! | | 1862556 |
| Fibrix, LLC | United States | WHITE ROSE | | 3043699 |
| Fibrix, LLC | Canada | CREAM ROSE | | TMA676,843 |
| Fibrix, LLC | Canada | FATT BATT | | TMA364474 |
| Fibrix, LLC | Canada | FIBERLOFT | | TMA676,898 |
| Fibrix, LLC | Canada | GLAZE-TEX | | TMA539274 |
| Fibrix, LLC | Canada | MOUNTAIN MIST | | TMDA055882 |
| Fibrix, LLC | Canada | PILLOWLOFT | | TMA358,160 |
| Fibrix, LLC | Canada | SNOW COVER | | TMA502326 |
| Fibrix, LLC | Canada | SNOW COVER BLANKET | | TMA502348 |
| Fibrix, LLC | Canada | SNOW DRIFT | | TMA539272 |
| Fibrix, LLC | Canada | SNOWCAP AND DESIGN | | TMA708514 |
| Fibrix, LLC | Canada | SNOW-TEX | | TMA539273 |
| Fibrix, LLC | Canada | SPARKL-TEX | | TMA539275 |

TRADEMARK

REEL: 008182 FRAME: 0571

RECORDED: 08/30/2023