

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM845916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LDC STONE, INC.		10/13/2023	Corporation: DELAWARE
REPUBLIC ELITE, LLC		10/13/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MIDFIRST BUSINESS CREDIT, INC.
<b>Street Address:</b>	3460 Preston Ridge Road
<b>Internal Address:</b>	Suite 550
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30005
<b>Entity Type:</b>	Corporation: GEORGIA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87225468	CATALINA QUARTZ
Serial Number:	87330698	Q CATALINA QUARTZ
Serial Number:	87360162	REPUBLIC ELITE
Serial Number:	87360160	REPUBLIC ELITE
Serial Number:	87360156	REPUBLIC ELITE
Serial Number:	87348915	ALLEANZA
Serial Number:	87268768	LDC QUARTZ SURFACES
Serial Number:	87268764	EQ NATURAL / QUARTZ / SURFACES

## 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: 4048804744

Email: bglover@phrd.com

Correspondent Name: Brandon Glover

Address Line 1: 303 Peachtree Street NE

Address Line 2: Suite 3600

CH \$215.00 87225468

<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308
<b>NAME OF SUBMITTER:</b>	Harrison J. Roberts, Esq.
<b>SIGNATURE:</b>	/HJR/
<b>DATE SIGNED:</b>	10/13/2023
<b>Total Attachments: 5</b> source=Grant of Security Interest In Trademarks (LDC Stone)#page1.tif source=Grant of Security Interest In Trademarks (LDC Stone)#page2.tif source=Grant of Security Interest In Trademarks (LDC Stone)#page3.tif source=Grant of Security Interest In Trademarks (LDC Stone)#page4.tif source=Grant of Security Interest In Trademarks (LDC Stone)#page5.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") is dated as of October 13, 2023, by **LDC STONE, INC.**, a Delaware corporation ("LDC"), and **REPUBLIC ELITE, LLC**, a Delaware limited liability company ("Republic" and, collectively with LDC, the "Grantors" and, each individually, a "Grantor"), in favor of **MIDFIRST BUSINESS CREDIT, INC.**, a Georgia corporation, as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for itself and certain other financial institutions party to the Loan Agreement (as defined below) from time to time as lenders (collectively, the "Lenders").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of even date herewith, by and among Grantors, the affiliates of Grantors party thereto as borrowers (collectively with the Grantors, the "Borrowers" and, each individually, a "Borrower"), Administrative Agent and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans for the benefit of Grantors and the other Borrowers; and

**WHEREAS**, as security for the Borrowers' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantors granted to Administrative Agent, for the benefit of Secured Parties (as defined in the Loan Agreement), a Lien on all Trademarks (as defined below) of Grantors, whether now owned or existing or hereafter acquired or arising (except to the extent constituting Excluded Property).

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

**1. DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

**2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (except to the extent constituting Excluded Property) (the "Collateral"):

(i) all trademarks, service marks, trade styles, logos, designs, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (but excluding, in each case, any "intent to use" application for which a statement of use has not been filed (but only until such statement is filed)), owned by such Grantor, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) all reissues, extensions and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(iv) any and all proceeds of, and income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

**3. AGREEMENT.** The grant of security interests in the Collateral by Grantors pursuant hereto secures the performance of all Obligations of each Borrower now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, in each case subject to the terms of the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**4. RECORDATION.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.

**5. COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

**6. GRANTS, RIGHTS AND REMEDIES.** This Grant has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent, for the benefit of Secured Parties, with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**7. APPLICABLE LAW. THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

**8. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE, LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GRANT.**

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**LDC STONE, INC.**

By:   
Name: Tiffany Kvitek  
Title: Chief Financial Officer

[CORPORATE SEAL]

**REPUBLIC ELITE, LLC**

By:   
Name: Tiffany Kvitek  
Title: Chief Financial Officer

[SEAL]

ACCEPTED AND ACKNOWLEDGED BY:

MIDFIRST BUSINESS CREDIT, INC.,  
as Administrative Agent

By: 

Name: Bruce Van Weele

Title: Senior Vice President

**SCHEDULE A**  
to  
**GRANT OF SECURITY INTEREST IN TRADEMARKS**

<u>Mark Application/Mark Registration</u>	<u>Type</u>	<u>Serial Number</u>
CATALINA QUARTZ	Standard Character Mark	87225468
Q CATALINA QUARTZ	Words, letters, and/or numbers in stylized form	87330698
REPUBLIC ELITE	Design plus words, letters, and/or numbers	87360162
REPUBLIC ELITE	Design plus words, letters, and/or numbers	87360160
REPUBLIC ELITE	Standard Character Mark	87360156
ALLEANZA	Standard Character Mark	87348915
LDC QUARTZ SURFACES	Standard Character Mark	87268768
EQ NATURAL / QUARTZ / SURFACES	Standard Character Mark	87268764