TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM848152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Select Interior Concepts, Inc.		10/13/2023	Corporation: DELAWARE
Architectural Surfaces Group, LLC		10/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ASG Finance, LP
Street Address:	5200 Town Center Circle
Internal Address:	4th Floor
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	5728651	ASG ARCHITECTURAL SURFACES GROUP
Registration Number:	5696695	BEDROCK INTERNATIONAL
Registration Number:	5696697	BEDROCK INTERNATIONAL
Registration Number:	6421440	CALACATTA ENZA
Registration Number:	5713307	COSMIC STONE + TILE
Registration Number:	5713312	COSMIC STONE + TILE
Registration Number:	6488134	LUCE CLARO
Registration Number:	6488133	LUCE LAZULA
Registration Number:	6488135	LUCE LUMIN
Registration Number:	6488132	LUCE VIAGGIO
Registration Number:	6924120	M
Registration Number:	5766621	M MODUL MARBLE
Registration Number:	6212193	METROPORCELAIN
Registration Number:	4842252	METROQUARTZ
Registration Number:	5578199	MODUL MARBLE
Registration Number:	5168559	PENTAL SURFACES
Registration Number:	4451890	PENTALQUARTZ TRADEMARK

TRADEMARK

REEL: 008236 FRAME: 0420

900808863

Property Type	Number	Word Mark
Registration Number:	5460504	PENTALTEK
Registration Number:	4373240	PQ
Registration Number:	6136678	S SELECT INTERIOR CONCEPTS
Registration Number:	1610650	DEADLY TOWERS
Registration Number:	6402128	SELECT INTERIOR CONCEPTS
Registration Number:	7124804	STONE BOUTIQUE
Registration Number:	6931110	STONE BOUTIQUE
Serial Number:	90537235	ADVANTAGE QUARTZ
Serial Number:	97838073	BRILLIANT AT ANY ANGLE
Serial Number:	97154831	CERAMIC MATRIX
Serial Number:	97154851	CM CERAMIC MATRIX
Serial Number:	97539165	GLOBAL SOURCES. NATIONAL RESOURCES. LOCA
Serial Number:	88283021	P. QUARTZ
Serial Number:	88283012	P. SURFACES
Serial Number:	90393926	ARCHITECTURAL SURFACES A

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.3135

Email: barbara.siepka@kirkland.com

Correspondent Name:

Address Line 1:

Address Line 2:

Address Line 4:

Barbara M. Siepka

300 North LaSalle

Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-810
NAME OF SUBMITTER:	Barbara M Siepka
SIGNATURE:	/Barbara M Siepka/
DATE SIGNED:	10/24/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Assignment") is made as of this 13th day of October, 2023, by the Assignors listed on the signature page hereof (each an "Assignor" and collectively the "Assignors"), in favor of ASG FINANCE, LP, in its capacity as agent for the Holders (together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Promissory Note and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Note"), by and among Select Interior Concepts, Inc., a Delaware corporation (the "Company"), ASG Intermediate Holding, LLC, a Delaware limited liability company ("Holdings"), each Subsidiary of the Company listed as a "Subsidiary Guarantor" on the signature pages thereto and each other Person from time to time joined as a party to the Note as a "Subsidiary Guarantor" in accordance with the terms thereof, (collectively with Holdings and the Company, the "Note Parties"), the persons party thereto as holders (collectively, the "Holders" and each individually, a "Holder") and the Agent, the Holders agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Note, each Assignor is required to execute and deliver to the Agent, for the benefit of the Holders, this Assignment.

- **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, each Assignor hereby agrees as follows:
- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Note.
- **2.** Grant of Security Interest in Trademark Collateral. Each Assignor hereby grants to the Agent, for its benefit and for the ratable benefit of each Holder, a continuing security interest in and to and Lien on all of such Assignors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the "Trademark Collateral"):
- (a) all of such Assignors' trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "**Trademarks**"), and licenses for any of the foregoing ("**Licenses**"), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;
- (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Assignors against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

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<u>provided however</u> that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Note and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

- 3. <u>Security For Obligations</u>. This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by each Assignor to the Agent, the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Assignors.
- 4. Note. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to the Agent, for the benefit of the Holders, pursuant to the Note. Each Assignor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Note, the provisions of the Note shall control.
- Trademarks or Licenses for Trademarks, which constitute Collateral, this Assignment shall automatically apply thereto. Without limiting any Assignor's obligations under this Section 5, each Assignor hereby authorizes the Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Note), U.S. trademark applications or Licenses (to the extent provided in the Note) for Trademarks of such Assignors. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.
- 6. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any other Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 7. <u>Construction</u>. Unless the context of this Assignment or any other Note Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Assignment or any other Note Document refer to this Assignment or such other Note Document, as the case may be, as a whole and not to any particular provision of this Assignment or such other Note Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any other Note Document to any agreement, instrument, or document shall

include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Note Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Note) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer duly authorized as of the date first set forth above.

ASSIGNORS:

SELECT INTERIOR CONCEPTS, INC.

By manufacture and the second second

Name Scott Jarasis

Time President of Finance and Secretary

ARCHITECTURAL SURFACES GROUP,

Barramanna Maria M

Name: Scott Tarvison

Titlean Vice President of Finance and Secretary

AGENT:

ASG FINANCE, LP

By: ASG Finance Holding, LLC

Its: General Partner

By: Matthew Jobbone

-- DocuSigned by:

Name: Matthew Joblove
Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademarks

	Trademark Registrations and Applications									
Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.			
aqeonjake dneijs	United States of America	Pending	Architectural Surfaces Group, LLC	Feb. 20, 2021	90537235					
ARCHITEC TURAL SURFACES A & Design	United Kingdom	Registered	Architectural Surfaces Group, LLC	19-May-2021	1604337	16-Mar-2022				
ARCHITEC TURAL SURFACES A & Design	Mexico	Registered	Architectural Surfaces Group, LLC	19-May-2021	1604337	17-Aug-2022				
ARCHITEC TURAL SURFACES A & Design	European Union (Community)	Registered	Architectural Surfaces Group, LLC	19-May-2021	1604337	20-Dec-2021				
ARCHITEC TURAL SURFACES A & Design	Canada	Registered	Architectural Surfaces Group, LLC	19-May-2021	1604337	01-Mar-2023				
ARCHITEC TURAL SURFACES A & Design	Int'l Registration - Madrid Agreement / Protocol	Registered	Architectural Surfaces Group, LLC	19-May-2021	1604337	19-May-2021	1604337			
ARCHITEC TURAL SURFACES A & Design	United States of America	Registered	Architectural Surfaces Group, LLC	18-Dec-2020	6641025	08-Feb-2022	90393926			

	Trademark Registrations and Applications									
Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.			
ASG ARCHITEC TURAL SURFACES GROUP and design	United States of America	Registered	Architectural Surfaces Group, LLC	31-Jul-2017	5728651	16-Apr-2019	87/550,156			
BEDROCK INTERNATI ONAL	United States of America	Registered	Architectural Surfaces Group, LLC	26-Jul-2018	5696695	12-Mar-2019	88/054,067			
BEDROCK INTERNATI ONAL & Design	United States of America	Registered	Architectural Surfaces Group, LLC	26-Jul-2018	5696697	12-Mar-2019	88/054,120			
BRILLIANT AT ANY ANGLE	United States of America	Pending	Architectural Surfaces Group, LLC	14-Mar-2023			97838073			
CALACATT A ENZA	United States of America	Registered	Architectural Surfaces Group, LLC	04-Jun-2020	6421440	13-Jul-2021	88948134			
CERAMIC MATRIX	United States of America	Published	Architectural Surfaces Group, LLC	03-Dec-2021			97154831			
CM CERAMIC MATRIX & Design	United States of America	Published	Architectural Surfaces Group, LLC	03-Dec-2021			97154851			
COSMIC STONE + TILE	United States of America	Registered	Architectural Surfaces Group, LLC	26-Jul-2018	5713307	02-Apr-2019	88/054,047			
COSMIC STONE + TILE & Design	United States of America	Registered	Architectural Surfaces Group, LLC	26-Jul-2018	5713312	02-Apr-2019	88/054,151			
GLOBAL SOURCES. NATIONAL RESOURCE S. LOCAL SOUL.	United States of America	Pending	Architectural Surfaces Group, LLC	08-Aug-2022			97539165			

	Trademark Registrations and Applications								
Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.		
LUCE CLARO	United States of America	Registered	Architectural Surfaces Group, LLC	14-Oct-2020	6488134	14-Sep-2021	90255112		
LUCE LAZULA	United States of America	Registered	Architectural Surfaces Group, LLC	14-Oct-2020	6488133	14-Sep-2021	90255101		
LUCE LUMIN	United States of America	Registered	Architectural Surfaces Group, LLC	14-Oct-2020	6488135	14-Sep-2021	90255121		
LUCE VIAGGIO	United States of America	Registered	Architectural Surfaces Group, LLC	14-Oct-2020	6488132	14-Sep-2021	90255010		
M & Design	United States of America	Registered	Architectural Surfaces Group, LLC	12-Nov-2021	6924120	13-Dec-2022	97121512		
M MODUL MARBLE and design	United States of America	Registered	Architectural Surfaces Group, LLC	30-May-2017	5766621	04-Jun-2019	87/468,785		
METROPOR CELAIN	United States of America	Registered	Architectural Surfaces Group, LLC	26-Jul-2019	6212193	01-Dec-2020	88/540,394		
METROQU ARTZ	United States of America	Registered	Architectural Surfaces Group, LLC	24-Jun-2014	4842252	27-Oct-2015	86/318,485		
MODUL MARBLE	United States of America	Registered	Architectural Surfaces Group, LLC	31-May-2017	5578199	09-Oct-2018	87/469,410		
P. QUARTZ	Canada	Registered	Architectural Surfaces Group, LLC	Jul 18, 2019	IR1484906 (1982767)	Mar 10, 2021	TMA109535		
P. QUARTZ	International Bureau (WIPO)	Registered	Architectural Surfaces Group, LLC	Jul 18, 2019	1484906	Jul 18, 2019	1484906		
P. QUARTZ	Mexico	Pending	Architectural Surfaces Group, LLC	Jul 18, 2019	IR1484906 (2259818)	-	-		

Trademark Registrations and Applications									
Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.		
P. QUARTZ	United States of America	Allowed	Architectural Surfaces Group, LLC (f/k/a Architectural Granite & Marble, LLC)	Jan 30, 2019	88/283,021	-	-		
P. SURFACES	International Bureau (WIPO)	Registered	Architectural Surfaces Group, LLC	Jul 18, 2019	1486305	Jul 18, 2019	1486305		
P. SURFACES	Canada	Registered	Architectural Surfaces Group, LLC	Jul 18, 2019	IR 1486305 (1984665)	Apr. 07, 2021	TMA109764 6		
P. SURFACES	Mexico	Registered	Architectural Surfaces Group, LLC	Jul 18, 2019	IR 1486305 (2265150; 2265151)	Mar. 22, 2021	2222364; 2222365		
P. SURFACES	United States of America	Allowed	Architectural Surfaces Group, LLC (f/k/a Architectural Granite & Marble, LLC)	Jan 30, 2019	88/283,012	-	-		
PENTAL SURFACES	United States of America	Registered	Architectural Surfaces Group, LLC (f/k/a Architectural Granite & Marble, LLC)	Apr 27, 2016	87/975,082	Mar 21, 2017	5168559		
PENTALQU ARTZ	United States of America	Registered	Architectural Surfaces Group, LLC	Feb 21, 2012	85/548,200	Dec 17, 2013	4451890		
PENTALQU ARTZ	United States of America	Registered	Select Interior Concepts, Inc.	21-Feb-2012	4451890	17-Dec-2013	85/548,200		
PENTALTE K	United States of America	Registered	Architectural Surfaces Group, LLC	26-Apr-2017	5460504	01-May-2018	87/426,042		

Trademark Registrations and Applications								
Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.	
PQ & Design	United States of America	Registered	Architectural Surfaces Group, LLC.	21-Feb-2012	4373240	23-Jul-2013	85/548,190	
S SELECT INTERIOR CONCEPTS Design	United Kingdom	Registered	Select Interior Concepts, Inc.	16-Mar-2018	1421288	04-Mar-2019		
S SELECT INTERIOR CONCEPTS Design	European Union (Community)	Registered	Select Interior Concepts, Inc.	16-Mar-2018	1421288	24-Feb-2022		
S SELECT INTERIOR CONCEPTS Design	Int'l Registration - Madrid Agreement / Protocol	Registered	Select Interior Concepts, Inc.	16-Mar-2018	1 421 288	16-Mar-2018		
S SELECT INTERIOR CONCEPTS Design	United States of America	Registered	Select Interior Concepts, Inc.	16-Nov-2017	6136678	25-Aug-2020	87/688,430	
SELECT INTERIOR CONCEPTS	United Kingdom	Registered	Select Interior Concepts, Inc.	24-Mar-2021	1610650	20-Mar-2022		
SELECT INTERIOR CONCEPTS	Mexico	Registered	Select Interior Concepts, Inc.	24-Mar-2021	1610650	25-Jul-2022		
SELECT INTERIOR CONCEPTS	European Union (Community)	Registered	Select Interior Concepts, Inc.	24-Mar-2021	1610650	19-Jan-2022		
SELECT INTERIOR CONCEPTS	Int'l Registration - Madrid Agreement / Protocol	Registered	Select Interior Concepts, Inc.	24-Mar-2021	1610650	24-Mar-2021		
SELECT INTERIOR CONCEPTS	United States of America	Registered	Select Interior Concepts, Inc.	07-Oct-2020	6402128	29-Jun-2021	90240837	
SELECT INTERIOR CONCEPTS & Design	Canada	Registered	Select Interior Concepts, Inc.	16-Mar-2018	1,082,389	30-Sep-2020	1,888,588	

Trademark Registrations and Applications							
Mark	Country	Status	Owner/ Applicant	Filing Date	Appl. No.	Reg. Date	Reg. No.
STONE BOUTIQUE & Design	United States of America	Registered	Architectural Surfaces Group, LLC	20-Apr-2022	7124804	01-Aug-2023	97371988
STONE BOUTIQUE & Design	United States of America	Registered	Architectural Surfaces Group, LLC	20-Apr-2022	6931110	20-Dec-2022	97371578

RECORDED: 10/24/2023