

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851721

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Style Crest Enterprises, Inc.		11/02/2023	Corporation: OHIO
Style Crest, Inc.		11/02/2023	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1215 Superior Avenue
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4212308	ACCUCHARGE
Registration Number:	3870628	ADDISON HEIGHTS
Registration Number:	3903745	ALPINE RIDGE
Registration Number:	3870629	BRISTOL BAY
Registration Number:	3964893	CRESTWATER
Registration Number:	2597463	DURASPAN
Registration Number:	2504538	FAIRFIELD
Registration Number:	4204367	FITRIGHT
Registration Number:	3942641	HOMEX
Registration Number:	2214164	MOBILE HOME STUFF STORE, INC.
Registration Number:	2604074	OAK HARBOR
Registration Number:	2607178	PROPRIDE
Registration Number:	3870141	PROSPAN
Registration Number:	4276754	REVOLV
Registration Number:	4092700	RMC SIDING
Registration Number:	2577197	

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Property Type	Number	Word Mark
Registration Number:	3870721	SPIEGEL GROVE
Registration Number:	2577521	STYLECREST
Registration Number:	2675965	STYLECREST
Registration Number:	3942989	THE CARRINGTON COLLECTION
Registration Number:	3816626	TIMBERMILL
Registration Number:	2594093	TIMBERMILL
Registration Number:	3870155	TUFF-LOCK

**CORRESPONDENCE DATA**

Fax Number: 2026261700

*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: 202-879-3825

Email: mmcknelly@jonesday.com

Correspondent Name: Megan McKnelly

Address Line 1: 51 Louisiana Avenue NW

Address Line 4: Washington, D.C. 20001

<b>NAME OF SUBMITTER:</b>	Megan McKnelly
<b>SIGNATURE:</b>	/Megan McKnelly/
<b>DATE SIGNED:</b>	11/07/2023

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), by and among STYLE CREST ENTERPRISES, INC., an Ohio corporation (the “Borrower”), each Subsidiary party hereto as of the date hereof (collectively, the “Subsidiaries” and together with the Borrower, the “Grantors”) and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of November 2, 2023, by and among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of November 2, 2023, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3        Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4        Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5.       Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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


**STYLE CREST ENTERPRISES, INC., as  
Borrower**

By:   
Name: Tyrone G. Frantz  
Title: Chief Financial Officer

**STYLE CREST, INC., as Guarantor**

By:   
Name: Tyrone G. Frantz  
Title: Chief Financial Officer

CITIZENS BANK, N.A., as Administrative  
Agent

By:   
Name: Brady Bingham  
Title: Vice President

SCHEDULE I  
TRADEMARKS

Trademark Name	Owner Name	Application Number	Filing Date	Registration Date	Registration Number
ACCUCHARGE	Style Crest Enterprises, Inc.	85/223,613	1/21/2011	9/25/2012	4,212,308
ADDISON HEIGHTS	Style Crest Enterprises, Inc.	85/008,746	4/7/2010	11/2/2010	3,870,628
ALPINE RIDGE	Style Crest Enterprises, Inc.	85/045,279	5/21/2010	1/11/2011	3,903,745
BRISTOL BAY	Style Crest Enterprises, Inc.	85/008,758	4/7/2010	11/2/2010	3,870,629
CRESTWATER	Style Crest Enterprises, Inc.	85/045,307	5/21/2010	5/24/2011	3,964,893
DURA SPAN (STYLIZED)	Style Crest Enterprises, Inc.	76/203,921	2/1/2001	7/23/2002	2,597,463
FAIRFIELD (STYLIZED)	Style Crest Enterprises, Inc.	76/203,432	2/1/2001	11/6/2001	2,504,538
FITRIGHT	Style Crest Enterprises, Inc.	85/223,627	1/21/2011	9/11/2012	4,204,367
HOMEX	Style Crest Enterprises, Inc.	77/780,509	7/14/2009	4/12/2011	3,942,641
MOBILE HOME STUFF STORE, INC.	Style Crest, Inc.	75/338,272	8/8/1997	12/29/1998	2,214,164
OAK HARBOR AND DESIGN	Style Crest Enterprises, Inc.	76/205,280	2/1/2001	8/6/2002	2,604,074
PROPRIDE	Style Crest Enterprises, Inc.	76/231,136	3/27/2001	8/13/2002	2,607,178
PROSPAN	Style Crest Enterprises, Inc.	77/969,706	3/26/2010	11/2/2010	3,870,141
REVOLV	Style Crest Enterprises, Inc.	85/439,104	10/4/2011	1/15/2013	4,276,754
RMC SIDING	Style Crest Enterprises, Inc.	77/780,513	7/14/2009	1/31/2012	4,092,700
SHIELD DESIGN	Style Crest Enterprises, Inc.	75/897,175	1/14/2000	6/11/2002	2,577,197
SPIEGEL GROVE	Style Crest Enterprises, Inc.	85/045,235	5/21/2010	11/2/2010	3,870,721
STYLECREST	Style Crest Enterprises, Inc.	76/102,263	8/3/2000	6/11/2002	2,577,521
STYLECREST & DESIGN	Style Crest Enterprises, Inc.	75/898,875	1/14/2000	1/21/2003	2,675,965

Trademark Name	Owner Name	Application Number	Filing Date	Registration Date	Registration Number
THE CARRINGTON COLLECTION	Style Crest Enterprises, Inc.	77/969,738	3/26/2010	4/12/2011	3,942,989
TIMBERMILL	Style Crest Enterprises, Inc.	77/758,526	6/12/2009	7/13/2010	3,816,626
TIMBERMILL & DESIGN	Style Crest Enterprises, Inc.	76/205,278	2/1/2001	7/16/2002	2,594,093
TUFF-LOCK	Style Crest Enterprises, Inc.	77/969,817	3/26/2010	11/2/2010	3,870,155