

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI93175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renin Holdings LLC		03/13/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	The Toronto-Dominion Bank		
Street Address:	66 Wellington St. W, 12th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88624921	JJ HOME PRODUCTS	
Serial Number:	88624964	INVISIGLIDE	
Serial Number:	77721814	ERIAS HOME DESIGNS	
Registration Number:	6014094	RENIN	
Registration Number:	6014093		
Registration Number:	3713152	TRUORTE	
Registration Number:	3716635	TRUORTE	
Registration Number:	757173	ACME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	(180)071-30755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	Ms. CT Corp.		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	New York, OHIO 43219		
NAME OF SUBMITTER:	Jade Tanks		

OP \$215.00.00 88624921

SIGNATURE:	Jade Tanks
DATE SIGNED:	03/14/2024
Total Attachments: 8 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif source=Trademark#page6.tif source=Trademark#page7.tif source=Trademark#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of March 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and THE TORONTO-DOMINION BANK (in such capacity, together with its successors and assigns in such capacity, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Agreement dated as of March 13, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among by and among, inter alia, Borrowers, the other Loan Parties party thereto, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and the Lender, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender that certain Guaranty and Security Agreement, dated as of March 13, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement.

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 Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License,

including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN


SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

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

GRANTORS:

RENIN HOLDINGS LLC

By: 
Name: Elizabeth Jensen
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

THE TORONTO-DOMINION BANK

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

GRANTORS:

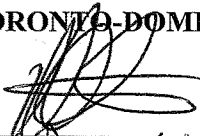
RENIN HOLDINGS LLC


By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

THE TORONTO-DOMINION BANK

By: 
Name: David D'Amico
Title: Director

By: 
Name: ZUBIN JUSSAVALLA
Title: AVP, Credit

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008369 FRAME: 0394

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Renin Holdings LLC	CA	JJ HOME PRODUCTS	1970823/N/A	N/A
Renin Holdings LLC	CA	INVISIGLIDE	1970221/N/A	N/A
Renin Holdings LLC	US	JJ HOME PRODUCTS	88-624921/N/A	N/A
Renin Holdings LLC	US	INVISIGLIDE	88-624964/N/A	N/A
Renin Holdings LLC	US	ERIAS HOME DESIGN	77-721814 (Serial No.) /5,013,087	8/2/2016
Renin Holdings LLC	CA	KINGSTAR Design	1238791/ TMA662272	4/6/2006
Renin Holdings LLC	CA	ERIAS HOME DESIGN	1425419/ TMA788904	1/27/2011
Renin Holdings LLC	CA	ACME EXCLUSIV & Design	555671/ TMA345039	9/23/1988
Renin Holdings LLC	CA	FOLD-ASIDE	262613/ TMA130200	3/15/1963
Renin Holdings LLC	CA	TRI-ACCESS	661227/ TMA390578	11/22/1991
Renin Holdings LLC	CA	THE ASSEMBLY LINE	468962/ TMA281551	7/22/1983
Renin Holdings LLC	CA	ACME	245071/ TMA111680	9/26/1958
Renin Holdings LLC	CA	DSH	441618/ TMA244286	5/2/1980
Renin Holdings LLC	CA	PREMIERE SERIES & Design	660036/ TMA390245	11/15/1991
Renin Holdings LLC	CA	VALUE SERIES & Design	660037/ TMA391292	12/6/1991
Renin Holdings LLC	CA	EXCLUSIV & Design	653794/ TMA390193	11/15/1991
Renin Holdings LLC	CA	SPACE DISCOVERY	614521/ TMA372968	9/7/1990
Renin Holdings LLC	CA	EASYFIT	705866/ TMA418659	10/22/1993
Renin Holdings LLC	CA	RENIN	1867979/ TMA1129415	5/18/2022
Renin Holdings LLC	CA	Design	TMA1129414	5/18/2022
Renin Holdings LLC	US	RENIN	6,014,094	3/17/2020
Renin Holdings LLC	US	Design	6,014,093	3/17/2020
Renin Holdings LLC	US	TRUORTE Design	3,713,152	11/17/2009
Renin Holdings LLC	US	TRUORTE	3,716,635	11/24/2009
Renin Holdings LLC	US	ACME	757,173	9/24/1963

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A