

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Style Crest Enterprises, Inc.		04/28/2022	Corporation: OHIO
Style Crest, Inc.		04/28/2022	Corporation: OHIO
Style Crest Real Estate, Inc.		04/28/2022	Corporation: OHIO
Patriot Supply, Inc.		04/28/2022	Corporation: MICHIGAN
Durham Supply, Inc.		04/28/2022	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	1215 Superior Ave.
Internal Address:	Floor 5
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking 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

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Property Type	Number	Word Mark
Registration Number:	4092700	RMC SIDING
Registration Number:	2577197	
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:

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.

Email: ipdocket@porterwright.com

Correspondent Name: Liane Rousseau

Address Line 1: 250 E. Fifth St.

Address Line 2: Ste. 2200

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Liane H. Rousseau

SIGNATURE: /Liane H. Rousseau/

DATE SIGNED: 05/03/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2022 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among STYLE CREST ENTERPRISES, INC., an Ohio corporation, STYLE CREST, INC., an Ohio corporation, STYLE CREST REAL ESTATE, INC., an Ohio corporation, PATRIOT SUPPLY, INC., a Michigan corporation and DURHAM SUPPLY, INC., an Oklahoma corporation (collectively, the "Borrower" and each a "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").

RECITALS

Reference is made to (a) the Credit Agreement, dated as of April 28, 2022 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of April 28, 2022, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, 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.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and Security Agreement, 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"):

(a) 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"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

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

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

(e) 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.

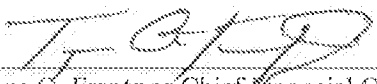
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this 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 Ohio.

[Signature pages follow]

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.
STYLE CREST, INC.
STYLE CREST REAL ESTATE, INC.
PATRIOT SUPPLY, INC.
DURHAM SUPPLY, INC.

By: 
Tyrone G. Frantz as Chief Financial Officer
on behalf of each listed entity

CITIZENS BANK, N.A., as Administrative Agent

By: Patricia R. Gierosky
Name: PATRICIA R. GIEROSKY
Title: VICE PRESIDENT

SCHEDULE I
TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Reg. No.	Reg. Date
ACCUCHARGE	Style Crest Enterprises, Inc.	Registered	4,212,308	09/25/2012
ADDISON HEIGHTS	Style Crest Enterprises, Inc.	Registered	3,870,628	11/02/2010
ALPINE RIDGE	Style Crest Enterprises, Inc.	Registered	3,903,745	01/11/2011
BRISTOL BAY	Style Crest Enterprises, Inc.	Registered	3,870,629	11/02/2010
CRESTWATER	Style Crest Enterprises, Inc.	Registered	3,964,893	05/24/2011
DURA SPAN (Stylized)	Style Crest Enterprises, Inc.	Registered	2,597,463	7/23/2002
FAIRFIELD (Stylized)	Style Crest Enterprises, Inc.	Registered	2,504,538	11/06/2001
FITRIGHT	Style Crest Enterprises, Inc.	Registered	4,204,367	09/11/2012
HOMEX	Style Crest Enterprises, Inc.	Registered	3,942,641	04/12/2011
MOBILE HOME STUFF STORE, INC.	Style Crest, Inc.	Registered	2,214,164	12/29/1998
OAK HARBOR Design	Style Crest Enterprises, Inc.	Registered	2,604,074	08/06/2002
PROPRIDE	Style Crest Enterprises, Inc.	Registered	2,607,178	08/13/2002
PROSPAN	Style Crest Enterprises, Inc.	Registered	3,870,141	11/02/2010
REVOLV	Style Crest Enterprises, Inc.	Registered	4,276,754	01/15/2013
RMC SIDING	Style Crest Enterprises, Inc.	Registered	4,092,700	01/31/2012
SHIELD Design	Style Crest Enterprises, Inc.	Registered	2,577,197	06/11/2002
SPIEGEL GROVE	Style Crest Enterprises, Inc.	Registered	3,870,721	11/02/2010
STYLECREST	Style Crest Enterprises, Inc.	Registered	2,577,521	06/11/2002
STYLECREST Design	Style Crest Enterprises, Inc.	Registered	2,675,965	01/21/2003
THE CARRINGTON COLLECTION	Style Crest Enterprises, Inc.	Registered	3,942,989	04/12/2011
TIMBERMILL	Style Crest Enterprises, Inc.	Registered	3,816,626	07/13/2010
TIMEBERMILL Design	Style Crest Enterprises, Inc.	Registered	2,594,093	07/16/2002
TUFF-LOCK	Style Crest Enterprises, Inc.	Registered	3,870,155	11/02/2010