

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEST SHORE HOME, LLC		10/18/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4959775	WEST SHORE SHOWER & BATH	
Registration Number:	4968264	WEST SHORE	
Registration Number:	5746115	WEST SHORE HOME	
Registration Number:	5426347	BRYTONS HOME IMPROVEMENT	
Registration Number:	6400683	WEST SHORE HOME	
Registration Number:	6781919	DON'T BLINK	
Registration Number:	6781921		
Registration Number:	6780094	BRINGING HAPPINESS TO EVERY HOME	
Registration Number:	6789671	AMERICA'S MOST ADMIRER HOME REMODELING B	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10036		

CH \$240.00 4959775

ATTORNEY DOCKET NUMBER:	125180/67
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	10/19/2022

Total Attachments: 6

source=West Shore - Trademark Security Agreement Executed. (002)pdf#page1.tif
source=West Shore - Trademark Security Agreement Executed. (002)pdf#page2.tif
source=West Shore - Trademark Security Agreement Executed. (002)pdf#page3.tif
source=West Shore - Trademark Security Agreement Executed. (002)pdf#page4.tif
source=West Shore - Trademark Security Agreement Executed. (002)pdf#page5.tif
source=West Shore - Trademark Security Agreement Executed. (002)pdf#page6.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 18, 2022 (this “**Trademark Security Agreement**”) by WEST SHORE HOME, LLC, a Pennsylvania limited liability company (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Amended and Restated Pledge and Security Agreement, dated as of October 18, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, the Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets)) of the Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of the Grantor, including those listed on Schedule I attached hereto and all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; provided that, in no event shall any security interest be granted in any “intent-to-use” trademark application filed in the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and solely during the period, if any, that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity of such trademark application or any registration that issues therefrom under applicable federal law;

(b) all income, fees, royalties, damages and payments then or thereafter due and/or payable to the Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) The terms of Sections 10.15(b) and 10.16 of the Credit Agreement (as defined in the Security Agreement) are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(c) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

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

WEST SHORE HOME, LLC

By: 

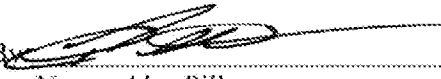
Name: Philip Brenckle

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007872 FRAME: 0470

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By 
Name: Alec Pillar
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007872 FRAME: 0471

**Schedule I
Trademark Registrations and Applications**

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Date Issued</u>	<u>Status</u>	<u>Application/Registration No.</u>
West Shore Home, LLC	West Shore Shower and Bath Logo ¹	May 17, 2016	Registered	4,959,775
West Shore Home, LLC	West Shore	May 31, 2016	Registered	4,968,264
West Shore Home, LLC	West Shore Home	May 7, 2019	Registered	5,746,115
West Shore Home, LLC	Brytons Home Improvement	March 20, 2018	Registered	5,426,347
West Shore Home, LLC	West Shore Home (logo)	June 29, 2021	Registered	6,400,683
West Shore Home, LLC	DON'T BLINK	July 5, 2022	Registered	6,781,919
West Shore Home, LLC	WS Window Logo	July 5, 2022	Registered	6,781,921
West Shore Home, LLC	BRINGING HAPPINESS TO EVERY HOME	July 5, 2022	Registered	6,780,094

¹ In the process of being abandoned.

West Shore Home, LLC	AMERICA'S MOST ADMIRABLE HOME REMODELING BRAND	July 12, 2022	Registered	6,789,671
----------------------	--	---------------	------------	-----------