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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Formerly Execution Date	
MARIAK INDUSTRIES, INC.		04/14/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	350 Park Avenue
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4199141	LEVEL-CORRECT BRACKET
Registration Number:	4099949	MAX-ROLL TUBE
Registration Number:	4122614	NOVELLE
Registration Number:	4099950	PLATINUM CLUTCH
Registration Number:	4099948	SAFE GRIP SPLINE
Registration Number:	4131704	URBAN NATURE

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 25332.002

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

REEL: 006034 FRAME: 0058

DATE SIGNED:	04/14/2017				
Total Attachments: 6					
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2017, is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association ("Wilmington"), as Agent under the Term Loan Agreement (as defined below) (in such capacity, together with its successors and permitted assigns, "Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, dated as of January 6, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan"), by and among the Borrower, Holdings, the other Guarantors, Wilmington, as Agent, each Grantor has agreed, pursuant to a Guarantee and Security Agreement, dated as of January 6, 2016, in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Secured Obligations (as defined in the Security Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

- NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:
- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including those required to be listed on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- (d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.
- Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARIAK INDUSTRIES, INC.

Name: Christopher Nage

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

Wilmington Trust, National Association as Collateral Agent

By: C

Title:

Joseph B. Feil Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademar k	Jurisdictio n	Registratio n Number	Registratio n Date	Status	Goods and Services	Registrant
LEVEL- CORRECT BRACKET	U.S. FEDERAL	4199141	08/28/2012	REGISTERE D	(INT. CL. 6) METAL BRACKETS FOR RETAINING FASCIA BOARDS FOR WINDOW TREATMENTS	MARIAK INDUSTRIES , INC.
MAX-ROLL TUBE	U.S. FEDERAL	4099949	02/14/2012	REGISTERE D	(INT. CL. 20) NON-METAL WINDOW ROLLER SHADE COMPONENTS , NAMELY, A TUBE FOR CONNECTING SHADE FABRICS	MARIAK INDUSTRIES , INC.
NOVELLE	U.S. FEDERAL	4122614	04/03/2012	REGISTERE D	(INT. CL. 20) CELLULAR WINDOW SHADES AND BLINDS	MARIAK INDUSTRIES , INC.
PLATINUM CLUTCH	U.S. FEDERAL	4099950	02/14/2012	REGISTERE D	(INT. CL. 20) NON-METAL WINDOW ROLLER SHADE COMPONENTS , NAMELY, A CLUTCH MECHANISM FOR RETRACTING AND RELEASING ROLLER SHADES	MARIAK INDUSTRIES , INC.
SAFE GRIP SPLINE	U.S. FEDERAL	4099948	02/14/2012	REGISTERE D	(INT. CL. 19) NON-METAL WINDOW ROLLER	MARIAK INDUSTRIES , INC.

Trademar k	Jurisdictio n	Registratio n Number	Registratio n Date	Status	Goods and Services	Registrant
					SHADE COMPONENTS , NAMELY, A CONNECTOR FOR SHADE FABRICS	
URBAN NATURE	U.S. FEDERAL	4131704	04/24/2012	REGISTERE D	(INT. CL. 20) CELLULAR WINDOW SHADES AND BLINDS	MARIAK INDUSTRIES , INC.

2. TRADEMARK APPLICATIONS

None.

RECORDED: 04/14/2017