

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488899

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACPRODUCTS, INC.		01/03/2017	Corporation: DELAWARE
SMART, LLC		01/03/2017	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLY BANK, as Agent		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4731472	ADVANTA	
<b>Registration Number:</b>	4743029	ADVANTA CABINETS	
<b>Registration Number:</b>	4743028	ADVANTA CABINETS	
<b>Serial Number:</b>	86588540	STUDIO FULL ACCESS	
<b>Registration Number:</b>	4744678	ACPI	
<b>Registration Number:</b>	4860341	ECHELON CABINETRY	
<b>Serial Number:</b>	76678618	ELEMENTS	
<b>Registration Number:</b>	4241158	SMART C A B I N E T R Y	
<b>Registration Number:</b>	3830129	SMART CABINETRY	
<b>Registration Number:</b>	4221695		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		

OP \$265.00 4731472

**Address Line 2:** CT Corporation  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Leslie Kirsner

**SIGNATURE:** /Leslie Kirsner/

**DATE SIGNED:** 09/06/2018

**Total Attachments: 8**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of January 3, 2017 by each of the undersigned (collectively, the "Grantors"), in favor of ALLY BANK, as Agent.

**WITNESSETH:**

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 3, 2017 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among ACPRODUCTS, INC., a Delaware corporation ("ACProducts"), SMART, LLC, an Indiana limited liability company ("Smart"), SCM PROPERTIES, LLC, an Indiana limited liability company ("SCM Properties"), ACPRODUCTS HOLDINGS, INC., a Delaware corporation ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO (together with ACProducts, Smart and SCM Properties, the "Subsidiary Grantors" and, collectively with Holdings, the "Grantors") and ALLY BANK ("Ally"), as administrative and collateral agent for the Secured Parties (as herein defined) (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement 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 capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the

Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

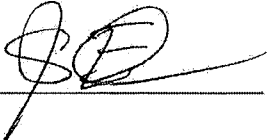
5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

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

[Remainder of page intentionally left blank]


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.

ACPRODUCTS, INC.

By:   
Name: Stanley Edme  
Title: Vice President

SMART, LLC

By: ACProducts, Inc., its sole member

By:   
Name: Stanley Edme  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement - ACProducts, Inc.]

**TRADEMARK**  
**REEL: 006430 FRAME: 0751**

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.

ACPRODUCTS, INC.

By: \_\_\_\_\_  
Name: Stanley Edme  
Title: Vice President


SMART, LLC

By: ACProducts, Inc., its sole member

By: \_\_\_\_\_  
Name: Stanley Edme  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,  
as Agent

By:   
Name: Michele Roller  
Title: Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS AND REGISTRATIONS  
(see attached)

Loan Party Name	Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
ACProducts	ARMSTRONG ADVANTAGE PROGRAM			Docket No. T6396/	USA; Mexico; Canada
ACProducts	ADVANTA	9/23/14	5/5/15	4731472	USA
ACProducts	ADVANTA CABINETS	9/23/14	5/26/15	4743029 & 4743028	USA
ACProducts	STUDIO FULL ACCESS	4/6/15		86588540	USA
ACProducts	ACPI	2/12/14		4744678	USA
ACProducts	ECHELON CABINTRY	2/10/14	5/26/15	4860341	USA
ACProducts	ELEMENTS	6/22/07	10/21/08	76678618	USA
Smart	<b>SMART</b>	3/2/12	11/13/12	4241158	USA
Smart	SMART CABINTRY	2/4/09	08/10/10	3830129	USA
Smart	<b>Λ</b>	3/2/12	10/9/12	4221695	USA

Not Registered:

Owner	Title
ACProducts, Inc.	ARMSTRONG CABINET PRODUCTS
Smart, LLC	SMARTCABINTRY.COM



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ACPRODUCTS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ALLY BANK, as Agent  
Internal Address: \_\_\_\_\_  
Street Address: 300 PARK AVENUE, 4TH FLOOR  
City: NEW YORK  
State: NEW YORK  
Country: USA Zip: 10022

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other STATE BANK Citizenship UTAH

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) January 3, 2017  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See Schedule I attached

B. Trademark Registration No.(s)  
See Schedule I attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray  
Internal Address: CT Corporation  
Street Address: 4400 Easton Commons Way  
Suite 125  
City: Columbus  
State: OH Zip: 43219  
Phone Number: 614-280-3566  
Fax Number: 800-914-4240  
Email Address: james.murray@welterskluwer.com

**6. Total number of applications and registrations involved:** 9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ September 5, 2018  
Signature Date

Leslie Kirsner  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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Continuation of the information in Item 1 of Trademark Recordation form cover sheet

**Name of additional Conveying Party:**

SMART, LLC  
Indiana limited liability company