

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519043

| | | | |
|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Walker & Zanger, Inc. | | 05/18/2018 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | CIT Bank, N.A. | | |
| Street Address: | 11 West 42nd Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 38 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5219478 | KNIT | |
| Registration Number: | 5205918 | SKETCHBOOK | |
| Registration Number: | 4819244 | TILT | |
| Registration Number: | 4819242 | STERLING ROW | |
| Registration Number: | 4833000 | DUQUESA | |
| Registration Number: | 4598598 | TANGENT | |
| Registration Number: | 4470138 | WALKER ZANGER | |
| Registration Number: | 4502588 | JET SET | |
| Registration Number: | 4434668 | WEAVE STIX | |
| Registration Number: | 3252297 | MANTRA | |
| Registration Number: | 3188720 | WALKER ZANGER | |
| Registration Number: | 3166241 | PARADIGM | |
| Registration Number: | 3440638 | PAVIA ANTICO | |
| Registration Number: | 3725145 | WATERFALL | |
| Registration Number: | 3725144 | TATAMI | |
| Registration Number: | 3725143 | SONJA | |
| Registration Number: | 3725142 | SKYLINE | |
| Registration Number: | 3725140 | PASHA | |
| Registration Number: | 3820350 | HELSINKI | |

OP \$965.00 5219478

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 3647091 | VIBE |
| Registration Number: | 3372380 | GRAMERCY PARK |
| Registration Number: | 2842228 | IMPERIUM |
| Registration Number: | 2809810 | MAISON FRANCAISE |
| Registration Number: | 2783387 | PAVIA ANTICO |
| Registration Number: | 2782867 | ROKU GLASS |
| Registration Number: | 2723661 | COTE D' OR |
| Registration Number: | 2682961 | WALKER ZANGER |
| Registration Number: | 2831239 | TRIBECA |
| Registration Number: | 2947198 | CERAMICA ALHAMBRA |
| Registration Number: | 2680352 | OPUS ANTICATO |
| Registration Number: | 2668559 | SHABUI |
| Registration Number: | 2904473 | RAVEN HILL FORGE |
| Registration Number: | 2531550 | YOUR LIFE'S TILE RESOURCE |
| Registration Number: | 2222404 | WALKER & ZANGER |
| Registration Number: | 1923672 | BEAUVIGNY |
| Registration Number: | 1938175 | PORTO BEIGE |
| Registration Number: | 4833001 | VILLA D'ORO |
| Registration Number: | 3866308 | STUDIO MODERNE |

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,cody.cravens@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Susan C. DiNicola |
| SIGNATURE: | /Susan C. DiNicola/ |
| DATE SIGNED: | 04/15/2019 |

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 18, 2018, by WALKER & ZANGER, INC., a New York corporation (the "Grantor"), in favor of CIT BANK, N.A. ("CIT"), as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of the date hereof by and among Grantor (together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), MUSTANG STONE QUARRIES, LLC, an Oklahoma limited liability company ("Mustang"), WZCA HOLDINGS, INC., a Delaware corporation ("WZCA"), the financial institutions party to thereto from time to time (the "Lenders"), and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent has agreed to make the Loan for the benefit of Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST. To secure the Obligations, Grantor hereby grants to Agent for the benefit of the Lenders, a security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):

(a) all of such Grantor's patents, of any class or type, including utility patents, utility models, design patents, invention certificates, reexaminations, reissues, extensions, and renewals, (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(b) all applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, continuing prosecution applications, and improvements for, or related to, any Patents;

(c) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform

resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(d) all of such Grantor's copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, all registrations and recordings thereof, all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, all reissues, extensions, continuations, and renewals thereof and amendments thereto, income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, rights corresponding thereto throughout the world and rights to sue for past, present, and future infringements thereof (collectively, "Copyrights") and licenses for any of the foregoing ("Copyright Licenses"), including those referred to on Schedule I hereto;

(e) all extensions or renewals of the foregoing; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any (i) Patent or any Patent licensed exclusively under any Patent License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such exclusive Patent License, (ii) Trademark or Trademark License or injury to the goodwill associated with any Trademark or Trademark License or (iii) Copyright or Copyright License or injury to the goodwill associated with any Copyright or Copyright License.

Notwithstanding anything herein to the contrary, in no event shall the security interest in and Lien granted under Section 2 attach to, nor shall "IP Collateral" include any of the Excluded Collateral, including, without limitation, any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office but only until such statement is accepted by the United States Patent and Trademark Office.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more

fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts.

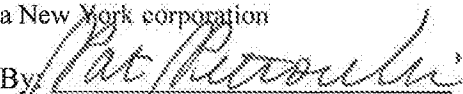
5. GOVERNING LAW, CONSENT TO FORUM, AND WAIVERS BY BORROWERS. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO FORUM, AND WAIVERS BY OBLIGORS SET FORTH IN SECTIONS 14.14, 14.15 AND 14.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTOR:

WALKER & ZANGER, INC.,
a New York corporation

By: 

Name: Pat Petrocelli

Title: Executive Vice President and Chief
Operating Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#56323176

TRADEMARK
REEL: 006618 FRAME: 0371

Accepted and acknowledged by:

AGENT:

CIT BANK, N.A.,
as Agent

By: 

Name: Anthony Masci
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#56323176

TRADEMARK
REEL: 006618 FRAME: 0372

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

U.S. Trademarks

| Owner Name | Registration No. | Serial No. | Mark |
|-----------------------|-------------------------|-------------------|----------------|
| Walker & Zanger, Inc. | 5219478 | 86929889 | KNIT |
| Walker & Zanger, Inc. | 5205918 | 86929846 | Sketchbook |
| Walker & Zanger, Inc. | 4819244 | 86331553 | Tilt |
| Walker & Zanger, Inc. | 4819242 | 86331537 | Sterling Row |
| Walker & Zanger, Inc. | 4833001 | 86331418 | Villa D' Oro |
| Walker & Zanger, Inc. | 4833000 | 86331374 | Duquesa |
| Walker & Zanger, Inc. | 4598598 | 86002561 | Tangent |
| Walker & Zanger, Inc. | 4470138 | 85950821 | Walker Zanger |
| Walker & Zanger, Inc. | 4502588 | 85755202 | Jet Set |
| Walker & Zanger, Inc. | 4434668 | 85591298 | Weave Stix |
| Walker & Zanger, Inc. | 3252297 | 78510268 | Mantra |
| Walker & Zanger, Inc. | 3188720 | 78554531 | Walker Zanger |
| Walker & Zanger, Inc. | 3166241 | 78510269 | Paradigm |
| Walker & Zanger, Inc. | 3440638 | 78779874 | Pavia Antico |
| Walker & Zanger, Inc. | 3866308 | 77628938 | Studio Moderne |
| Walker & Zanger, Inc. | 3725145 | 77737486 | Waterfall |
| Walker & Zanger, Inc. | 3725144 | 77737474 | Tatami |
| Walker & Zanger, Inc. | 3725143 | 77737466 | Sonja |

| | | | |
|-----------------------|---------|----------|---------------------------|
| Inc. | | | |
| Walker & Zanger, Inc. | 3725142 | 77737452 | Skyline |
| Walker & Zanger, Inc. | 3725140 | 77737405 | Pasha |
| Walker & Zanger, Inc. | 3820350 | 77737324 | Helsinki |
| Walker & Zanger, Inc. | 3647091 | 77628948 | Vibe |
| Walker & Zanger, Inc. | 3372380 | 77184127 | Gramercy Park |
| Walker & Zanger, Inc. | 2842228 | 76389452 | Imperium |
| Walker & Zanger, Inc. | 2809810 | 76389450 | Maison Francaise |
| Walker & Zanger, Inc. | 2783387 | 76388561 | Pavia Antico |
| Walker & Zanger, Inc. | 2782867 | 76388505 | Roku Glass |
| Walker & Zanger, Inc. | 2723661 | 76388071 | Cote D' Or |
| Walker & Zanger, Inc. | 2682961 | 76343643 | Walker Zanger |
| Walker & Zanger, Inc. | 2831239 | 76339829 | Tribeca |
| Walker & Zanger, Inc. | 2947198 | 76338944 | Ceramica Alhambra |
| Walker & Zanger, Inc. | 2680352 | 76338943 | Opus Anticato |
| Walker & Zanger, Inc. | 2668559 | 76321542 | Shabui |
| Walker & Zanger, Inc. | 2904473 | 76553614 | Raven Hill Forge |
| Walker & Zanger, Inc. | 2531550 | 76059779 | Your Life's Tile Resource |
| Walker & Zanger, Inc. | 2222404 | 75340728 | Walker & Zanger |
| Walker & Zanger, Inc. | 1923672 | 74563086 | Beauvigny |
| Walker & Zanger, Inc. | 1938175 | 74563085 | Porto Beige |

Foreign Trademarks

| Owner Name | Country | Registration No. | Serial No. | Mark |
|------------|---------|------------------|------------|---------------|
| Walker & | Canada | TMA692993 | 1266192 | WALKER ZANGER |

[Walker & Zanger] Intellectual Property Security Agreement
#56323176

TRADEMARK
REEL: 006618 FRAME: 0374

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|-----------------------|-------------------|---------------|---------------|---------------|
| Zanger, Inc. | | | | |
| Walker & Zanger, Inc. | Mexico | 1299233 | M1250689 | WALKER ZANGER |
| Walker & Zanger, Inc. | European Union | 004560496 | 004560496 | WALKER ZANGER |
| Walker & Zanger, Inc. | Australia | 1768465 | 1768465 | WALKER ZANGER |
| Walker & Zanger, Inc. | China | 3029556 | | WALKER ZANGER |
| Walker & Zanger, Inc. | Hong Kong | | 2003B04818 | WALKER ZANGER |
| Walker & Zanger, Inc. | India | 1133848 | 2294243 | WALKER ZANGER |
| Walker & Zanger, Inc. | Republic of Korea | 4005668880000 | 4020020025090 | WALKER ZANGER |
| Walker & Zanger, Inc. | Taiwan | 01015634 | 090030254 | WALKER ZANGER |
| Walker & Zanger, Inc. | Brazil | 840034040 | 840034040 | WALKER ZANGER |

Copyrights

| Owner Name | Registration No. | Status in Copyright Office | Copyright |
|-----------------------|-------------------------|-----------------------------------|---------------------------------|
| Walker & Zanger, Inc. | VA0001961176 | Registered | Visual Material - Jet Set Oasis |
| Walker & Zanger, Inc. | VA0002010190 | Registered | Sterling Row Argyle |
| Walker & Zanger, Inc. | VA0002007150 | Registered | Sterling Row Chesterfield |
| Walker & Zanger, Inc. | VA0002010048 | Registered | Sterling Row Link |
| Walker & Zanger, Inc. | VA0002010049 | Registered | Sterling Row Oxford |
| Walker & Zanger, Inc. | VA0002068576 | Registered | [Sterling Row Rattan] |
| Walker & Zanger, Inc. | VA0002010191 | Registered | Sterling Row Tuxedo |
| Walker & Zanger, Inc. | VA0001961165 | Registered | Tangent Apex |
| Walker & Zanger, Inc. | VA0001961163 | Registered | Tangent Astral Night |
| Walker & Zanger, Inc. | VA0001961161 | Registered | Tangent Ellipse Border |
| Walker & Zanger, Inc. | VA0001961175 | Registered | Tangent Honeycomb |

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|-----------------------|--------------|------------|----------------------|
| Inc. | | | |
| Walker & Zanger, Inc. | VA0001961174 | Registered | Tangent Ipanema |
| Walker & Zanger, Inc. | VA0001961170 | Registered | Tangent Merge. |
| Walker & Zanger, Inc. | VA0001961168 | Registered | Tangent Ripple Field |
| Walker & Zanger, Inc. | VA0001961167 | Registered | Tangent Zephyr |
| Walker & Zanger, Inc. | VA0002085238 | Registered | Villa D'Oro Granada. |
| Walker & Zanger, Inc. | VAu001253151 | Registered | YUNO 670. |
| Walker & Zanger, Inc. | VAu001253154 | Registered | YUNO 671. |
| Walker & Zanger, Inc. | VAu001253155 | Registered | YUNO 672. |
| Walker & Zanger, Inc. | VAu001253149 | Registered | YUNO 673. |
| Walker & Zanger, Inc. | VaU001253153 | Registered | YUNO 674. |
| Walker & Zanger, Inc. | VAu001253157 | Registered | YUNO 675. |
| Walker & Zanger, Inc. | VAu001253163 | Registered | YUNO 676. |
| Walker & Zanger, Inc. | VAu001253147 | Registered | YUNO 677 |
| Walker & Zanger, Inc. | VAu001253158 | Registered | YUNO 678 |
| Walker & Zanger, Inc. | VAu001253409 | Registered | YUNO 679 |
| Walker & Zanger, Inc. | VAu001253389 | Registered | YUNO 680 |
| Walker & Zanger, Inc. | VAu001253144 | Registered | YUNO 681 |
| Walker & Zanger, Inc. | VAu001253145 | Registered | YUNO 682 |
| Walker & Zanger, Inc. | VAu001253366 | Registered | YUNO 683. |
| Walker & Zanger, Inc. | VAu001253413 | Registered | YUNO 684. |
| Walker & Zanger, Inc. | VAu001253364 | Registered | YUNO 685. |
| Walker & Zanger, Inc. | VAu001254448 | Registered | YUNO 686. |

Licenses

SUBJECT TO OBTAINING CONSENTS:

That certain Agreement between Walker & Zanger, Inc., a New York corporation, and Robert A.M Stern Designs, LLC, a New York limited liability company.

That certain Agreement Between Walker & Zanger, Inc., a New York corporation, and Michael Berman, an adult individual, as supplemented by that certain Addendum to Agreement, dated September 30, 2011.