

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro Decor LL		06/27/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 E. Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4847963	METRODÉCOR	
Registration Number:	4847978	METRODÉCOR	
Registration Number:	5102074	METRO DÉCOR	
Registration Number:	5531059	M DESIGN	
Registration Number:	5358356	MDESIGN	
Serial Number:	87800332	M DESIGN MORE CALM, LESS CLUTTER	
Serial Number:	87800329	M DESIGN	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	49564-1		

OP \$190.00 4847963

NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	07/12/2019
Total Attachments: 13 source=IP Security Agreement - Metro Decor#page1.tif source=IP Security Agreement - Metro Decor#page2.tif source=IP Security Agreement - Metro Decor#page3.tif source=IP Security Agreement - Metro Decor#page4.tif source=IP Security Agreement - Metro Decor#page5.tif source=IP Security Agreement - Metro Decor#page6.tif source=IP Security Agreement - Metro Decor#page7.tif source=IP Security Agreement - Metro Decor#page8.tif source=IP Security Agreement - Metro Decor#page9.tif source=IP Security Agreement - Metro Decor#page10.tif source=IP Security Agreement - Metro Decor#page11.tif source=IP Security Agreement - Metro Decor#page12.tif source=IP Security Agreement - Metro Decor#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**") is entered into as of June 27, 2019 between METRO DECOR LLC, an Ohio limited liability company (the "**Grantor**"), and JPMORGAN CHASE BANK, N.A. (the "**Lender**").

Reference is made to (a) that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Credit Agreement**") among the Grantor, INTERDESIGN, INC., an Ohio corporation ("**InterDesign**"), each other Person (as defined therein) which may be added as a "Borrower" thereto from time to time (together with the Grantor and InterDesign, collectively, the "**Borrowers**" and each, individually, a "**Borrower**"), INTERDESIGN INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("**ID Holdings**"), ID INTERNATIONAL CORPORATION, a Delaware corporation ("**ID International**"), INTERDESIGN SPV LLC, an Ohio limited liability company ("**InterDesign SPV**"), PARK 31B LLC, a New York limited liability company ("**Park 31**"), MDESIGN LLC, an Ohio limited liability company ("**mDesign**"), the other Loan Parties (as defined therein) party thereto, and the Lender, and (b) that certain Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**") among the Grantor, the other Borrowers, the other Loan Parties and the Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lender to enter into the Credit Agreement, the Security Agreement and certain other Loan Documents (as defined in the Credit Agreement). Accordingly, 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, as applicable.

(2) Grant of Security Interest.

To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantor hereby grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the laws of the United States or Canada now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule A, Patents listed on Schedule B, and Copyrights listed on Schedule C; *provided that* no security interest is granted in any intent-to-use trademark applications or patent applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or patent applications under applicable Requirements of Law (collectively, the "**Intellectual Property Collateral**"). The Grantor (a) authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement, and (b) authorizes and agrees that the Lender may record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office.

(3) Security Agreement.

The Security Interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Grantor

hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Intellectual Property 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) Recordation; New Intellectual Property Collateral.

The Grantor authorizes and requests that the Commissioner of Patents, Registrar of Trade-Marks or any other applicable government officer of the Canadian Intellectual Property Office record this Agreement, and authorizes and agrees that the Lender may record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office. If the Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of Sections 2 and 3 hereof shall automatically apply thereto as if the same were identified on Schedules A, B and/or C attached hereto and made a part hereof as of the date hereof and the Grantor shall give the Lender prompt written notice thereof. The Grantor hereby authorizes the Lender to modify this Agreement by amending Schedules A, B and/or C to include any future Intellectual Property Collateral as contemplated by Section 2 and this Section 4 and, at the Lender's request, the Grantor shall execute any documents or instruments reasonably required by the Lender in order to modify this Agreement as provided in this Section 4, *provided that* any such modification to Schedules A, B and/or C shall be effective without the signature of the Grantor. The Grantor hereby acknowledges that the Lender may refile or re-record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, together with any such modification to Schedules A, B and/or C.

(5) Event of Default.

The Grantor shall also execute and deliver to the Lender the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by the Lender in escrow until the occurrence of an Event of Default beyond any applicable cure periods; *provided that*, anything herein to the contrary notwithstanding, the Security Interest granted herein shall be effective as of the date of this Agreement. After the occurrence and continuation of an Event of Default beyond any applicable cure periods, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of the Lender in such Assignment and upon written notice to the Grantor, and thereafter the Lender may, in its discretion, record the Assignment with the United States Patent and Trademark Office.

(6) Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

(7) Termination.

Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Lender shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form evidencing such release and take any other actions reasonably requested by the Grantor to effect such release.

(8) Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Ohio, but giving effect to federal laws applicable to national banks.

(9) Language.

The parties hereto have expressly requested that this Agreement and all related documents be drawn up in the English language. *À la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.*

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

METRO DECOR LLC

By: [Signature]
Name: Zachary A. Guzy
Title: Secretary and Treasurer

STATE OF OHIO)
) SS:
COUNTY CUYAHOGA

BEFORE ME, the undersigned authority, on this day personally appeared Zachary A. Guzy, Secretary and Treasurer, known to me to be the person and officer whose name is subscribed to the foregoing agreement and acknowledged to me that the same was the act of METRO DECOR LLC, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of JUNE 2019.

[Signature: Nicole A. Tracy]
Notary Public
My commission expires: _____

NICOLE A. TRACY
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 28, 2021

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Jessica Zilliox*
Name: Jessica Zilliox
Title: Authorized Officer


[Continuation of Signature Page - Intellectual Property Security Agreement (Metro) - JPM/InterDesign]

TRADEMARK
REEL: 006692 FRAME: 0754

SCHEDULE A

[See Attached]

TRADEMARKS

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner Name	Image
METRODECOR	United States of America	86/522,806	2/3/2015	4,847,963	11/3/2015	Registered	Metro Decor LLC	
METRODECOR & DESIGN	United States of America	86/527,014	2/6/2015	4,847,978	11/3/2015	Registered	Metro Decor LLC	
METRO DECOR STACKED LOGO	United States of America	86/972,822	4/12/2016	5,102,074	12/13/2016	Registered	Metro Decor LLC	
MDESIGN	European Union (Community)	15607799	7/1/2016	15607799	12/27/2016	Registered	Metro Decor LLC	
MDESIGN LOGO	United States of America	87/272,925	12/19/2016	5,531,059	7/31/2018	Registered	Metro Decor LLC	
MDESIGN	Japan	2017-9905	2/1/2017			Published	Metro Decor LLC	
MDESIGN LOGO	European Union (Community)	16315947	2/2/2017	16315957	5/30/2017	Registered	Metro Decor LLC	
MDESIGN LOGO	Japan	2017-14887	2/10/2017			Published	Metro Decor LLC	
MDESIGN	United States of America	87/319,193	1/31/2017	5,358,356	12/19/2017	Registered	Metro Decor LLC	
MORE CALM, LESS CLUTTER & MDESIGN	United States of America	87/800,332	2/16/2018			Published	Metro Decor LLC	
M DESIGN IN CIRCLE	United States of America	87/800,329	2/16/2018			Published	Metro Decor LLC	
MDESIGN	Canada	1,936,053	12/14/2018			Pending	Metro Decor LLC	
MDESIGN LOGO	Canada	1,936,054	12/14/2018			Pending	Metro Decor LLC	
MORE CALM, LESS CLUTTER & MDESIGN	Canada	1,936,055	12/14/2018			Pending	Metro Decor LLC	
M DESIGN IN CIRCLE	European Union	18062625	5/9/2019			Pending	Metro Decor LLC	

SCHEDULE B

NONE.

SCHEDULE C

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF JUNE 27, 2019 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY METRO DECOR LLC (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "GRANTOR"), IN FAVOR OF JPMORGAN CHASE BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND CONTINUED BEYOND ANY APPLICABLE CURE PERIODS AND THAT THE LENDER HAS ELECTED TO TAKE POSSESSION OF THE INTELLECTUAL PROPERTY COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

JPMORGAN CHASE BANK, N.A.

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, METRO DECOR LLC, a limited liability company formed under the laws of the State of Ohio (together with its successors and assigns, "**Grantor**"), is the owner of the Intellectual Property Collateral (as defined in the Agreement (as defined below));

WHEREAS, the Grantor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "**Agreement**") in favor of JPMORGAN CHASE BANK, N.A. ("**Lender**"), pursuant to which the Grantor has granted to the Lender a security interest in the Intellectual Property Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Intellectual Property Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and continuation of an Event of Default, as defined in the Agreement, beyond any cure periods.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Lender, its successors, transferees and assigns, all of its existing and future Intellectual Property Collateral, including, but not limited to, the Intellectual Property Collateral listed on Schedules A and B of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of the Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and continued beyond any applicable cure periods, and (b) the Lender has elected to take actual title to the Intellectual Property Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the ____ day of June, 2019.

METRO DECOR LLC

By: _____
Name: _____
Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT (METRO) - JPM/INTERDESIGN