

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593930

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900560277

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTPOINT HOME LLC		06/06/2020	Limited Liability Company: DELAWARE
WP IP, LLC		06/06/2020	Limited Liability Company: NEVADA
WP TRADEMARKS, LLC		06/06/2020	Limited Liability Company: DELAWARE
WPH-NOSTALGIA LLC		06/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5686501	GRYPHON
Registration Number:	5040191	LIDDELL
Registration Number:	5324674	MARTEX SIMPLICITY
Registration Number:	5093001	LEMON TREE
Registration Number:	5443943	CONTINUOUS COLOR
Registration Number:	5465136	MARTEX EVERLASTING COLOR
Registration Number:	5525379	MARTEX BASICS
Registration Number:	5514348	MARTEX MILLENNIUM
Registration Number:	5509306	MARTEX EASY LIVING
Registration Number:	5571764	FLATIRON
Registration Number:	5807530	MARTEX GREEN
Registration Number:	5716725	UTICA
Registration Number:	5807592	MARTEX GREEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5681756	MARTEX AIRFLOW
Registration Number:	5967982	MARTEX AIRFLOW
Serial Number:	87902594	TRUE FIT
Serial Number:	87902597	TRUE FIT
Registration Number:	5909612	
Serial Number:	88216658	GRAND PATRICIAN
Serial Number:	88568729	INTELLI WEAVE
Serial Number:	88804330	LADY P
Serial Number:	88804345	SHEARLUXURY
Serial Number:	88804338	VELLUXURY
Serial Number:	88812791	CLEAN AF
Serial Number:	88812497	THE CLEAN SHEET
Serial Number:	88833736	THE CLEAN TOWEL
Serial Number:	88839425	MARTEX HEALTH
Serial Number:	88840457	MARTEX HEALTH
Serial Number:	88840399	THE CLEAN ESSENTIALS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Andrew Garcia

SIGNATURE: /andrew garcia/

DATE SIGNED: 08/25/2020

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”), dated as of June 25, 2020, is made by WESTPOINT HOME LLC, a Delaware limited liability company (“*Borrower*”), WP IP, LLC, a Nevada limited liability company (“*WP IP*”), WP TRADEMARKS, LLC, a Delaware limited liability company, (“*WPT*”) and WPH-NOSTALGIA LLC, a Delaware limited liability company (“*WPHN*” and together with Borrower, WP IP and WPT each a “*Grantor*” and, collectively, the “*Grantors*”) in favor of BANK OF AMERICA, N.A. (“*Lender*”), and is being delivered in connection with (i) that certain Loan and Security Agreement by and between Borrower and Lender, and (ii) that certain General Security Agreement and that certain Guaranty Agreement, both by and among WP IP, WPT, WPHN, certain of their affiliates and Lender, all dated as of November 24, 2015 (as amended or modified from time to time, collectively, the “*Security Documents*”).

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Borrower under such financing arrangements;

WHEREAS, WP IP, WPT, and WPHN are wholly-owned Subsidiaries of Borrower and, as such, have guaranteed the obligations of Borrower to Lender, all as more fully set forth in the Security Documents;

WHEREAS, as security for Grantors’ obligations arising under the Security Documents, Grantors have granted to Lender a security interest in, among other property, the intellectual property of the Grantors; and

WHEREAS, Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“*USPTO*”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with Lender as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security.** As security for the Obligations and Guaranteed Obligations (as defined in the Guaranty Agreement), each Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the “*Trademark Collateral*”):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “*Trademarks*”);

(b) all rights of any kind whatsoever of Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in the Security Documents or this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. **Recordation.** Each Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. **Other Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the Security Documents and the other Loan Documents, each of which is hereby incorporated by reference. The provisions of the General Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the General Security Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. **Special Power of Attorney.** Each Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by,

and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


9. **Disputes.** All claims, disputes and controversies between a Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the General Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

WESTPOINT HOME LLC

By: 

Name: Jonathan A. Storie

Title: Chief Financial Officer

WP IP, LLC

By: WestPoint Home LLC, its Sole Member

By: 

Name: Jonathan A. Storie

Title: Chief Financial Officer

WP TRADEMARKS, LLC

By: WestPoint Home LLC, its Sole Member

By: 

Name: Jonathan A. Storie

Title: Chief Financial Officer

WPH-NOSTALGIA LLC

By: WestPoint Home LLC, its Sole Member

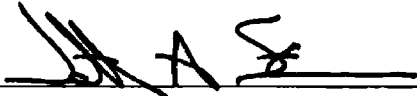
By: 

Name: Jonathan A. Storie

Title: Chief Financial Officer

**VISION SUPPORT SERVICES GROUP
LIMITED**

By: WestPoint Home LLC, its Sole Member

By:  _____

Name: Jonathan A. Storie

Title: Chief Financial Officer

DATED TO AND ACCEPTED:

BANK OF AMERICA, N.A., as Lender


By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A., as Lender

By: 

Name: Andrew A. Doherty

Title: Senior Vice President

EXHIBIT A

SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that WESTPOINT HOME LLC, a Delaware limited liability company (“*Borrower*”), WP IP, LLC, a Nevada limited liability company (“*WP IP*”), WP TRADEMARKS, LLC, a Delaware limited liability company, (“*WPT*”) and WPH-NOSTALGIA LLC, a Delaware limited liability company (“*WPHN*” and together with Borrower, WP IP and WPT each a “*Grantor*” and, collectively, the “*Grantors*”) hereby appoint BANK OF AMERICA, N.A. (“*Lender*”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under that certain Loan and Security Agreement by and between Borrower and Lender dated as of November 24, 2015 (as amended, supplemented and otherwise modified from time to time, the “*Loan Agreement*”), or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantors in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantors and Lender (as amended, supplemented and otherwise modified from time to time, the “*Trademark Security Agreement*”), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Guaranteed Obligations, as such term is defined in the Guaranty Agreement.

Dated as of June ____, 2020.

[Signature Page Follows]

GRANTORS:

WESTPOINT HOME LLC

By: _____

Name: _____

Title: _____

WP IP, LLC

By: WestPoint Home LLC, its Sole Member

By: _____

Name: _____

Title: _____

WP TRADEMARKS, LLC

By: WestPoint Home LLC, its Sole Member

By: _____

Name: _____

Title: _____

WPH-NOSTALGIA LLC

By: WestPoint Home LLC, its Sole Member

By: _____

Name: _____

Title: _____

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Serial Number	Filing Date	Registration No.	Reg. Date	Mark
86846420	12/11/2015	5686501	2/26/2019	GRYPHON
86889633	1/28/2016	5040191	9/13/2016	LIDDELL (Stylized)
86936136	3/10/2016	5324674	10/31/2017	MARTEX SIMPLICITY
86947641	3/21/2016	5093001	11/29/2016	LEMON TREE and Design
87020019	4/29/2016	5443943	4/10/2018	CONTINUOUS COLOR
87020009	4/29/2016	5465136	5/8/2018	MARTEX EVERLASTING COLOR
87088375	6/29/2016	5525379	7/24/2018	MARTEX BASICS (Stylized)
87088349	6/29/2016	5514348	7/10/2018	MARTEX MILLENNIUM (Stylized)
87279890	12/23/2016	5509306	7/3/2018	MARTEX EASY LIVING
87538038	7/21/2017	5571764	9/25/2018	FLATIRON
87637044	10/6/2017	5807530	7/16/2019	MARTEX GREEN
87637015	10/6/2017	5716725	4/2/2019	UTICA
87669005	11/2/2017	5807592	7/16/2019	MARTEX GREEN & Design
87705020	12/1/2017	5681756	2/19/2019	MARTEX AIRFLOW
87705036	12/1/2017	5967982	1/21/2020	MARTEX AIRFLOW & Design
87902594	5/1/2018	--	--	TRUE FIT
87902597	5/1/2018	--	--	TRUE FIT & Design
88077910	8/14/2018	5909612	11/12/2019	Griffin Logo
88216658	12/4/2018	--	--	GRAND PATRICIAN & Design
88568729	8/6/2019	--	--	Intelliweave Logo
88804330	2/20/2020	--	--	LADY P
88804345	2/20/2020	--	--	SHEARLUXURY
88804338	2/20/2020	--	--	VELLUXURY
88812791	2/27/2020	--	--	CLEAN AF
88812497	2/27/2020	--	--	THE CLEAN SHEET
88833736	3/13/2020	--	--	THE CLEAN TOWEL
88839425	3/18/2020	--	--	MARTEX HEALTH

Serial Number	Filing Date	Registration No.	Reg. Date	Mark
88840457	3/19/2020			MARTEX HEALTH & Design
88840399	3/19/2020			THE CLEAN ESSENTIALS

[Schedule 1 - Trademark Security Agreement]

TRADEMARK

REEL: 007021 FRAME: 0457

RECORDED: 07/22/2020