

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METRO DECOR LLC		02/16/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ENCINA BUSINESS CREDIT, LLC, as Agent		
Street Address:	123 N. Wacker Drive, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5801415	M DESIGN	
Registration Number:	5358356	MDESIGN	
Registration Number:	5531059	M DESIGN	
Registration Number:	5102074	METRO DÉCOR	
Registration Number:	4847963	METRODÉCOR	
Registration Number:	4847978	METRODÉCOR	
Registration Number:	5801416	M DESIGN MORE CALM, LESS CLUTTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1328677 TM		
NAME OF SUBMITTER:	Janet S. Wamsley		

OP \$190.00 5801415

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	02/17/2021
Total Attachments: 5 source=METRO DECOR LLC Trademark Scan#page2.tif source=METRO DECOR LLC Trademark Scan#page3.tif source=METRO DECOR LLC Trademark Scan#page4.tif source=METRO DECOR LLC Trademark Scan#page5.tif source=METRO DECOR LLC Trademark Scan#page6.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 16, 2021 (this "*Notice*"), made by **METRO DECOR LLC**, an Ohio limited liability company (the "*Grantor*"), in favor of **ENCINA BUSINESS CREDIT, LLC**, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of February 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor (a "*Borrower*") and together with any other Borrower party thereto from time to time, collectively, the "*Borrowers*"), MDESIGN GLOBAL, LLC, a Delaware limited liability company ("*mDesign Global*"), MDESIGN LLC, an Ohio limited liability company ("*mDesign*"), MDESIGN Australia LLC, a Delaware limited liability company ("*mDesign Australia*") and the other Loan Party Obligors party thereto from time to time, the Lenders party thereto from time to time and ENCINA BUSINESS CREDIT, LLC, as agent (together with its successors and assigns in such capacity, the "*Agent*") for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, collaterally assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under any and all of the trademarks, including those listed on Schedule I, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the "*Trademark Collateral*");

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Loan Agreement.* The security interest granted to the Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan 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 Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes the directors of the United States Patent and Trademark Office to record this Notice.

SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

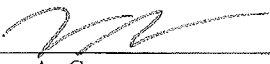
constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

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

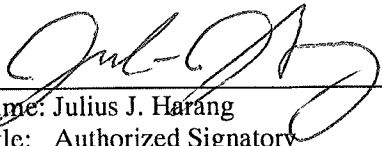
METRO DECOR LLC

By: 
Name: Zachary A. Guzy
Title: Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007194 FRAME: 0395

ENCINA BUSINESS CREDIT, LLC,
as Agent

By: 
Name: Julius J. Harang
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007194 FRAME: 0396

Trademarks Owned by Grantor

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
M DESIGN IN CIRCLE	5,801,415	7/9/2019
MDESIGN	5,358,356	12/19/2017
MDESIGN LOGO	5,531,059	7/31/2018
METRO DECOR STACKED LOGO	5,102,074	12/13/2016
METRODECOR	4,847,963	11/3/2015
METRODECOR & DESIGN	4,847,978	11/3/2015
MORE CALM, LESS CLUTTER & M DESIGN	5,801,416	7/9/2019

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
None.		

2678691.3