

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empire Today, LLC		04/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	110 N. Wacker Drive
Internal Address:	8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1666975	EMPIRE TODAY, CARPET TOMORROW
Registration Number:	2516389	EMPIRE
Registration Number:	3090137	EMPIRE CARPET
Registration Number:	3301576	202-LUNA
Registration Number:	3301575	LUNA
Registration Number:	3311520	LUNA FLOORING GALLERY
Registration Number:	3390977	LUNA
Registration Number:	3394190	
Registration Number:	3559912	EMPIRE TODAY
Registration Number:	3671527	EMPIRE TODAY EMPIRE TODAY
Registration Number:	3809252	877-241-LUNA
Registration Number:	3925877	800-588-2300
Registration Number:	4769721	EMPIRE TODAY CARPET & FLOORING
Registration Number:	3917495	EMPIRETODAY.COM
Registration Number:	5073574	PRECISION QUOTE
Registration Number:	5865614	PUR PET URINE RESISTANT
Registration Number:	5865617	PUR PET URINE RESISTANT
Registration Number:	6146627	EMPIRE FLOORING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4581225	PUP
Registration Number:	4581226	PUP
Serial Number:	90425234	EASY TURN
Serial Number:	90425318	EASY TURN
Serial Number:	90447213	EASY TURN
Serial Number:	90160163	WHISPERHOME
Serial Number:	90513900	P COMP
Serial Number:	90513835	P INSTALL
Serial Number:	90513865	P ORDER
Serial Number:	90514116	PRECISION COMP
Serial Number:	90513968	PRECISION INSTALL
Serial Number:	90514028	PRECISION ORDER
Serial Number:	90513945	PRECISION SUITE

CORRESPONDENCE DATA

Fax Number:

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: 4155911000
Email: TrademarksCH@winston.com
Correspondent Name: Laura M. Franco, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111-5840

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	04/05/2021

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 1, 2021, by and among **EMPIRE TODAY, LLC** (“Grantor”) and **BANK OF AMERICA, N.A.**, in its capacity as lender under the Credit Agreement (in such capacity, the “Lender”).

WITNESSETH:

WHEREAS, Grantor is party to an Amended and Restated Pledge and Security Agreement (ABL), dated as of April 1, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Lender pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises herein and to induce the Lender, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, collaterally assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks of Grantor listed on Schedule I attached hereto constituting Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Lender shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).

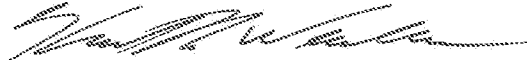
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

EMPIRE TODAY, LLC


By: 
Name: Keith Weinberger
Title: Chief Executive Officer

[Signature Page to ABL Trademark Security Agreement]

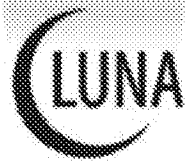
TRADEMARK
REEL: 007244 FRAME: 0187


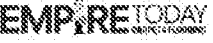
Accepted and Agreed:





BANK OF AMERICA, N.A.,
as Lender




By: 
Name: Monirah J. Masud
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Application No.	Registration Date	Registration No.	Owner
EMPIRE TODAY, CARPET TOMORROW	74127248	December 3, 1991	1666975	Empire Today, LLC
EMPIRE	75869960	December 11, 2001	2516389	Empire Today, LLC
EMPIRE CARPET	78633857	May 9, 2006	3090137	Empire Today, LLC
202-LUNA	77110615	October 2, 2007	3301576	Empire Today, LLC
LUNA	77110586	October 2, 2007	3301575	Empire Today, LLC
LUNA FLOORING GALLERY	77110594	October 16, 2007	3311520	Empire Today, LLC
LUNA and Design 	77110589	March 4, 2008	3390977	Empire Today, LLC
Sensory Mark	77110646	March 11, 2008	3394190	Empire Today, LLC

Trademark	Application No.	Registration Date	Registration No.	Owner
EMPIRE TODAY	77357332	January 13, 2009	3559912	Empire Today, LLC
EMPIRE TODAY EMPIRE TODAY and Design 	77357393	August 25, 2009	3671527	Empire Today, LLC
877-241-LUNA	77732736	June 29, 2010	3809252	Empire Today, LLC
800-588-2300	77357379	March 1, 2011	3925877	Empire Today, LLC
EMPIRE TODAY CARPET & FLOORING and Design 	86199427	July 7, 2015	4769721	Empire Today, LLC
EMPIRETODAY.COM	77570648	February 8, 2011	3917495	Empire Today, LLC
PRECISION QUOTE	86029246	November 1, 2016	5073574	Empire Today, LLC

Trademark	Application No.	Registration Date	Registration No.	Owner
PUR PET URINE RESISTANT and Design 	88061292	September 24, 2019	5865614	Empire Today, LLC
PUR PET URINE RESISTANT	88061504	September 24, 2019	5865617	Empire Today, LLC
EMPIRE FLOORING	88797487	September 8, 2020	6146627	Empire Today, LLC
PUP and Design 	85913633	August 5, 2014	4581225	Empire Today, LLC
PUP	85913680	August 5, 2014	4581226	Empire Today, LLC
EASY TURN and Design 	90425234	Pending - Initialized January 1, 2021 Filed: December 29, 2020	N/A.	Empire Today, LLC
EASY TURN and Design 	90425318	Pending - Initialized January 1, 2021 Filed: December 29, 2020	N/A.	Empire Today, LLC

Trademark	Application No.	Registration Date	Registration No.	Owner
EASY TURN	90447213	Pending - Initialized January 7, 2021 Filed: January 4, 2021	N/A.	Empire Today, LLC
WHISPERHOME	90160163	Pending - Non-Final Action Mailed January 21, 2021 Filed: September 4, 2020	N/A.	Empire Today, LLC
P COMP 	90513900	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC
P INSTALL 	90513835	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC
P ORDER 	90513865	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC
PRECISION COMP	90514116	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC
PRECISION INSTALL	90513968	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC
PRECISION ORDER	90514028	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC
PRECISION SUITE	90513945	Pending - Initialized February 9, 2021 Filed: February 5, 2021	N/A.	Empire Today, LLC