

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657842

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Opustone, L.L.C.		07/02/2021	Limited Liability Company: FLORIDA
Surfaces Southeast, LLC		07/02/2021	Limited Liability Company: FLORIDA
Walker & Zanger, LLC		07/02/2021	Limited Liability Company: DELAWARE
Wallec Enterprises, LLC		07/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Oaktree Fund Administration, LLC, as Administrative Agent and Collateral Agent
Street Address:	333 S. Grand Avenue, 28th Floor
Internal Address:	c/o Oaktree Capital Management, L.P.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	6206759	BEAUMONT
Registration Number:	3393003	OPUSTONE
Registration Number:	3794767	VALUE VAULT BY OPUSTONE
Registration Number:	4227600	PERPETUA
Registration Number:	4246775	QUINTESSA MOSAICS
Registration Number:	6047000	ELIDA
Registration Number:	5982834	SURFACES
Registration Number:	5963274	BOUTIQUE CERAMIC
Registration Number:	6329750	BOUTIQUE STONE
Registration Number:	4368123	NUWHITE
Registration Number:	4294805	SURFACES
Registration Number:	4031076	ELIDA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4934363	PEEL & STICK MOSAICS
Registration Number:	4683614	PEEL & STICK TILE PEEL & STICK TILE NO M
Registration Number:	1923672	BEAUVIGNY
Registration Number:	1938175	PORTO BEIGE
Registration Number:	2222404	WALKER & ZANGER
Registration Number:	2531550	YOUR LIFE'S TILE RESOURCE
Registration Number:	2668559	SHABUI
Registration Number:	2680352	OPUS ANTICATO
Registration Number:	2682961	WALKER ZANGER
Registration Number:	2723661	COTE D' OR
Registration Number:	2782867	ROKU GLASS
Registration Number:	2783387	PAVIA ANTICO
Registration Number:	2809810	MAISON FRANCAISE
Registration Number:	2831239	TRIBECA
Registration Number:	2842228	IMPERIUM
Registration Number:	2904473	RAVEN HILL FORGE
Registration Number:	2947198	CERAMICA ALHAMBRA
Registration Number:	3166241	PARADIGM
Registration Number:	3188720	WALKER ZANGER
Registration Number:	3252297	MANTRA
Registration Number:	3372380	GRAMERCY PARK
Registration Number:	3440638	PAVIA ANTICO
Registration Number:	3647091	VIBE
Registration Number:	3725140	PASHA
Registration Number:	3725143	SONJA
Registration Number:	3725144	TATAMI
Registration Number:	3820350	HELSINKI
Registration Number:	3866308	STUDIO MODERNE
Registration Number:	4470138	WALKER ZANGER
Registration Number:	4502588	JET SET
Registration Number:	4598598	TANGENT
Registration Number:	4819242	STERLING ROW
Registration Number:	4819244	TILT
Registration Number:	4833000	DUQUESA
Registration Number:	4833001	VILLA D'ORO
Registration Number:	5205918	SKETCHBOOK
Registration Number:	5219478	KNIT
Registration Number:	5978894	WALKER ZANGER

Property Type	Number	Word Mark
Serial Number:	90142631	CS CERAMIC SOLUTIONS
Serial Number:	90142556	SWAM SPECIALTY WALL AND MOSAICS
Serial Number:	90380493	BACTSHIELD
Serial Number:	90380447	RETILE
Serial Number:	90141277	A ANTHOLOGY
Serial Number:	90141346	PORCELART
Serial Number:	88286855	MODMOSAIC
Serial Number:	90141539	AQUAART
Serial Number:	90141884	SWAM
Serial Number:	90141579	SPECIALTY WALL AND MOSAICS
Serial Number:	90700800	TEXSTYLE
Serial Number:	90700820	TEXSTYLES
Serial Number:	90700860	THE FUTURE OF RETAIL
Serial Number:	87916311	WALKER ZANGER STUDIO
Serial Number:	87922256	WALKER ZANGER STUDIO

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	33560.00130
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	07/02/2021

Total Attachments: 9

- source=05. Mosaic - Trademark Security Agreement (Executed)#page1.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page2.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page3.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page4.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page5.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page6.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page7.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page8.tif
- source=05. Mosaic - Trademark Security Agreement (Executed)#page9.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each of Opustone, L.L.C., a Florida limited liability company, Surfaces Southeast, LLC, a Florida limited liability company, Walker & Zanger, LLC, a Delaware limited liability company and Wallec Enterprises, LLC, a Delaware limited liability company (collectively, the “**Grantors**”) in favor of Oaktree Fund Administration, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Each Grantor is party to that certain Security Agreement dated as of July 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Subsidiary Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) all Trademarks, including those listed on Schedule A hereto, all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or violations thereof, and all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and

(iii) all rights corresponding thereto throughout the world, and to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors, and at the Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

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.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

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.

WALLEC ENTERPRISES, LLC

By: 
Name: Glen Morrison
Title: Chief Executive Officer

SURFACES SOUTHEAST, LLC

By: 
Name: Glen Morrison
Title: Chief Executive Officer

WALKER & ZANGER, LLC

By: 
Name: Glen Morrison
Title: Chief Executive Officer

OPUSTONE, L.L.C.

By: 
Name: Glen Morrison
Title: Chief Executive Officer

OAKTREE FUND ADMINISTRATION, LLC,
as Administrative Agent and Collateral Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Opustone, LLC	BEAUMONT	6206759	11/24/2020
Opustone, LLC	OPUSTONE	3393003	03/04/2008
Opustone, LLC	VALUE VAULT BY OPUSTONE	3794767	05/25/2010
Opustone, LLC	PERPETUA	4227600	10/16/2012
Opustone, LLC	QUINTESSA MOSAICS	4246775	11/20/2012
Opustone, L.L.C.	BEAUMONT	6206759	11/24/2020
Surfaces Southeast, LLC	ELIDA	6047000	05/05/2020
Surfaces Southeast, LLC	SURFACES	5982834	02/11/2020
Surfaces Southeast, LLC	BOUTIQUE CERAMIC	5963274	01/14/2020
Surfaces Southeast, LLC	BOTIQUE STONE	6329750	04/20/2021
Surfaces Southeast, LLC	NUWHITE	4368123	07/16/2013
Surfaces Southeast, LLC	SURFACES	4294805	02/26/2013
Surfaces Southeast, LLC	ELIDA	4031076	09/27/2011
Surfaces Southeast, LLC	PEEL & STICK MOSAICS	4934363	04/05/2016
Surfaces Southeast, LLC	PEEL & STICK TILE PEEL & STICK TILE NO MORTAR, NO MESS	4683614	02/10/2015
Walker & Zanger, LLC	BEAUVIGNY	1923672	10/3/1995

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Walker & Zanger, LLC	PORTO BEIGE	1938175	11/28/1995
Walker & Zanger, LLC	WALKER & ZANGER	2222404	2/9/1999
Walker & Zanger, LLC	YOUR LIFE'S TILE RESOURCE	2531550	1/22/2002
Walker & Zanger, LLC	SHABUI	2668559	12/31/2002
Walker & Zanger, LLC	OPUS ANTICATO	2680352	1/28/2003
Walker & Zanger, LLC	WALKER ZANGER	2682961	2/4/2003
Walker & Zanger, LLC	COTE D' OR	2723661	6/10/2003
Walker & Zanger, LLC	ROKU GLASS	2782867	11/11/2003
Walker & Zanger, LLC	PAVIA ANTICO	2783387	11/11/2003
Walker & Zanger, LLC	MAISON FRANCAISE	2809810	2/3/2004
Walker & Zanger, LLC	TRIBECA	2831239	4/13/2004
Walker & Zanger, LLC	IMPERIUM	2842228	5/18/2004
Walker & Zanger, LLC	RAVEN HILL FORGE	2904473	11/23/2004
Walker & Zanger, LLC	CERAMICA ALHAMBRA	2947198	5/10/2005
Walker & Zanger, LLC	PARADIGM	3166241	10/31/2006
Walker & Zanger, LLC	WALKER ZANGER	3188720	12/26/2006
Walker & Zanger, LLC	MANTRA	3252297	6/12/2007

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Walker & Zanger, LLC	GRAMERCY PARK	3372380	1/22/2008
Walker & Zanger, LLC	PAVIA ANTICO	3440638	6/3/2008
Walker & Zanger, LLC	VIBE	3647091	6/30/2009
Walker & Zanger, LLC	PASHA	3725140	12/15/2009
Walker & Zanger, LLC	SONJA	3725143	12/15/2009
Walker & Zanger, LLC	TATAMI	3725144	12/15/2009
Walker & Zanger, LLC	HELSINKI	3820350	7/20/2010
Walker & Zanger, LLC	STUDIO MODERNE	3866308	10/26/2010
Walker & Zanger, LLC	WALKER ZANGER	4470138	1/21/2014
Walker & Zanger, LLC	JET SET	4502588	3/25/2014
Walker & Zanger, LLC	TANGENT	4598598	9/2/2014
Walker & Zanger, LLC	STERLING ROW	4819242	9/22/2015
Walker & Zanger, LLC	TILT	4819244	9/22/2015
Walker & Zanger, LLC	DUQUESA	4833000	10/13/2015
Walker & Zanger, LLC	VILLA D'ORO	4833001	10/13/2015
Walker & Zanger, LLC	SKETCHBOOK	5205918	5/16/2017
Walker & Zanger, LLC	KNIT	5219478	6/6/2017

Owner	Trademark Title	Trademark Registration Number	Date of Registration
Walker & Zanger, LLC	WALKER ZANGER	5978894	2/4/2020
Wallec Enterprises, LLC	WALKER ZANGER	4819244	2/4/2020

TRADEMARK APPLICATIONS

Owner	Trademark Title	Trademark Application Number	Date of Application
Surfaces Southeast, LLC	CS CERAMIC SOLUTIONS	90142631	08/27/2020
Surfaces Southeast, LLC	SWAM SPECIALTY WALL AND MOSAICS	90142556	08/27/2020
Surfaces Southeast, LLC	BACTSHIELD	90380493	12/14/2020
Surfaces Southeast, LLC	RETILE	90380447	12/14/2020
Surfaces Southeast, LLC	A ANTHOLOGY	90141277	08/27/2020
Surfaces Southeast, LLC	PORCELART	90141346	08/27/2020
Surfaces Southeast, LLC	MODMOAIC	88286855	08/27/2020
Surfaces Southeast, LLC	AQUAART	90141539	08/27/2020
Surfaces Southeast, LLC	SWAM	90141884	08/27/2020
Surfaces Southeast, LLC	SPECIALTY WALL AND MOSAICS	90141579	08/27/2020
Surfaces Southeast, LLC	TEXSTYLE	90700800	5/10/2021
Surfaces Southeast, LLC	TEXSTYLES	90700820	5/10/2021

Owner	Trademark Title	Trademark Application Number	Date of Application
Surfaces Southeast, LLC	THE FUTURE OF RETAIL	90700860	5/10/2021
Walker & Zanger, LLC	WALKER ZANGER STUDIO	87916311	5/10/2018
Walker & Zanger, LLC	WALKER ZANGER STUDIO	87922256	5/15/2018