

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simulated Wood Grain Design LLC		11/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	RELCO, LLC		
Street Address:	12 Danforth Road		
City:	Alton		
State/Country:	ILLINOIS		
Postal Code:	62002		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90857411	FORT	
Serial Number:	90151493	FORT	
Serial Number:	90085532	FORT	
CORRESPONDENCE DATA			
Fax Number:	6186566230		
<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:	618-650-7113		
Email:	chad@ghalaw.com		
Correspondent Name:	Chad W. Brigham		
Address Line 1:	Goldenberg Heller & Antognoli, P.C.		
Address Line 2:	2227 S. STATE ROUTE 157		
Address Line 4:	EDWARDSVILLE, ILLINOIS 62025		
NAME OF SUBMITTER:	Chad W. Brigham		
SIGNATURE:	/cwb/		
DATE SIGNED:	11/12/2021		
Total Attachments: 3			
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TRADEMARK COLLATERAL AGREEMENT

Effective November 1, 2021, Simulated Wood Grain Design LLC, a Missouri limited liability company d/b/a FORT (“**Borrower**”), located at 3849 Cleveland Ave., St. Louis, MO 63110, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged, assigns, mortgages and pledges to RELCO, LLC, an Illinois limited liability company (“**RELCO**”), located at 12 Danforth Rd., Alton, Illinois 62002, the secured party as defined in the Security Agreement referred to below, and its successors and assigns, and grants to RELCO a continuing security interest in and to all of the rights, title and interest of Borrower in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”):

(i) Each trademark, service mark, trademark and service mark registration, and trademark and service mark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trademark and service mark registration, and trademark and service mark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Borrower against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, service mark trademark and service mark registration, or trademark and service mark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, service mark, trademark and service mark registration, or trademark and service mark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, such damages;

to secure the payment and performance of all Loan Obligations of Borrower as set out in that certain Security Agreement of even date herewith between Debtor and Lender, as the same may be amended, modified, or restated from time to time (the “**Security Agreement**”).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by RELCO.


Debtor does hereby further acknowledge and affirm that the rights and remedies of RELCO with respect to the assignment, mortgage, pledge and security interest in the trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of RELCO with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies. In the event of a conflict between any provision of the

Security Agreement and a provision of this Trademark Collateral Agreement, the provisions of the Security Agreement shall control.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf", "tif" or DocuSign) format shall be effective as delivery of a manually executed counterpart. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Borrower has caused this Trademark Collateral Agreement to be duly executed effective as of the date and year above written.

SIMULATED WOOD GRAIN DESIGN LLC

By: 

Conor B. Lewis

Accepted and agreed to effective as of the date and year above written.

RELCO, LLC

By: Rex Encore LLC, its Manager

By: 

Jayne E. Simmons, Manager

Schedule A
To
Trademark Collateral Agreement

MARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date
FORT	90/857,411	July 30, 2021	N/A	N/A
Retail store services featuring toys, furniture, and household goods; Wholesale store services featuring toys, furniture, and household goods, in International Class 35				

Trademark	Application Number	Application Date	Registration Number	Registration Date
FORT	90/151,493	September 1, 2020	N/A	N/A
Furniture; modular furniture; frameless furniture; foam furniture; cushions; furniture accessories, namely, fitted covers made of fabric, in International Class 20.				
Children's multiple activity toys; children's educational activity toys for developing fine motor and cognitive skills; toy building blocks capable of interconnection; modular foam building blocks and cushions that can be stacked, arranged, or built into various structures or furniture, in International Class 028.				

Trademark	Application Number	Application Date	Registration Number	Registration Date
FORT	90/085,532	July 31, 2020	N/A	N/A
Furniture; modular furniture; frameless furniture; foam furniture; cushions; furniture accessories, namely, fitted covers made of fabric, in International Class 20.				
Children's multiple activity toys; children's educational activity toys for developing fine motor and cognitive skills; toy building blocks capable of interconnection; modular foam building blocks and cushions that can be stacked, arranged, or built into various structures or furniture, in International Class 28.				