

05-17-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Floor and Decor Outlets of America, Inc. 5-13-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PNC Bank, NA
Internal Address:
Street Address: 2121 San Jacinto Suite 1850
City: Dallas State: TX Zip: 75201
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: March 23, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/529310, 76/529312, 76/529309, 76/529408
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tara Clare Wilde
Internal Address:
Street Address: 2121 San Jacinto Suite 1850
City: Dallas State: TX Zip: 75201

7. Total fee (37 CFR 3.41) \$ 115.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.
Tom Kulik
Name of Person Signing

Signature

May 7, 2004
Date

10
Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/14/2004 ECOOPER 00000089 76529310
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75.00 OP

TRADEMARK REEL: 002968 FRAME: 0908

# **TRADEMARK SECURITY AGREEMENT**

**Dated as of: March 23, 2004**

WHEREAS, Floor and Decor Outlets of America, Inc., a Georgia corporation (the "Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and are parties to the Trademark Licenses listed on Schedule I annexed hereto;

WHEREAS, Grantor and PNC Bank, National Association, as agent ("Agent") and the lenders named therein (the "Lenders") are parties to a Revolving Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent (in such capacity, "Grantee") for the benefit of itself and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee for the benefit of itself and Lenders a continuing security interest, a general lien in and to, and a conditional assignment in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in

Trademark Security Agreement  
009125.0100:275681.02

Schedule I annexed hereto and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

For purposes of this Trademark Security Agreement, the capitalized terms used herein shall have the following meanings:

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor), including, without limitation, the agreements described in Schedule I to this Trademark Security Agreement.

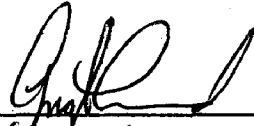
“Trademarks” means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I of this Trademark Security Agreement; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

**FLOOR AND DECOR OUTLETS OF  
AMERICA, INC.**

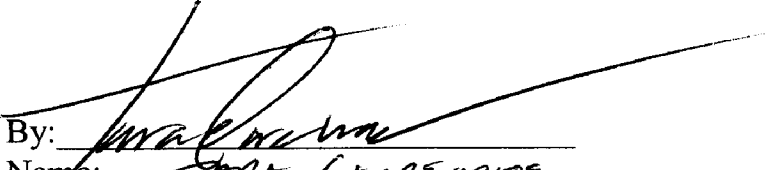
By:   
Name: George S. Leonard  
Title: V.P. & CFO

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TRADEMARK  
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Acknowledged:

PNC Bank, National Association

By:   
Name: MARK CLARENDON  
Title: AVD

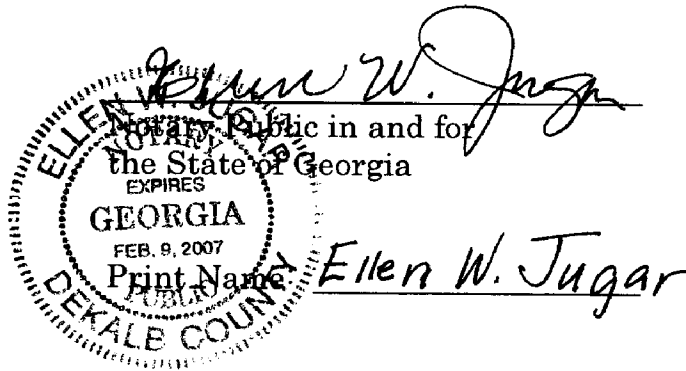
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**TRADEMARK**  
**REEL: 002968 FRAME: 0912**

STATE OF GEORGIA §

COUNTY OF COBB §

This instrument was acknowledged before me on March 23rd, 2004 by Greg S. Leonard, the Vice President and Chief Financial Officer of Floor and Decor Outlets of America, Inc., a Georgia corporation, on behalf of said corporation.



Commission Expires:

February 9, 2007

Trademark Security Agreement  
009125.0100:275681

**TRADEMARK**  
**REEL: 002968 FRAME: 0913**

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on April 15th, 2004 by LARA CLARENDOE, the AVP of PNC Bank, National Association, a national banking association, on behalf of said association.

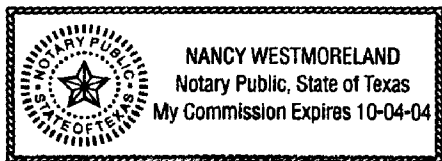
Nancy Westmoreland

Notary Public in and for  
the State of Texas

Print Name: Nancy Westmoreland

Commission Expires:

10/4/04



Trademark Security Agreement  
009125.0100:275681

Schedule I  
to Trademark  
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

**ATTACH ACTIVE TRADEMARKS**

None.

TRADEMARK APPLICATIONS

1. Trademark Application 76/529310 filed July 14, 2003
2. Trademark Application 76/529312 filed July 14, 2003
3. Trademark Application 76/529309 filed July 14, 2003
4. Trademark Application 76/529408 filed July 14, 2003

TRADEMARK LICENSES

None.

UNREGISTERED TRADEMARKS

Floor & Decor  
Floor & Decor Outlets of America

Trademark Security Agreement  
009125.0100:275681.02

**TRADEMARK**  
**REEL: 002968 FRAME: 0915**



**Exhibit of Registration and Applications**

Applications

Registrations

76/529310

76/529312

76/529309

76/529408