

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Floor and Decor Outlets of America, Inc.		03/31/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	2121 San Jacinto; Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3046691	&
Serial Number:	76529310	FLOOR & DECOR
Serial Number:	76529312	FLOOR & DECOR
Serial Number:	76529408	FLOOR & DECOR OUTLETS OF AMERICA
Serial Number:	76529309	FLOOR & DECOR OUTLETS OF AMERICA
Serial Number:	78774686	ECO FOREST
Serial Number:	78774691	ECOSHADES

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue; Suite 3000

OP \$190.00 3046691

Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009125.0126
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	04/05/2006

Total Attachments: 7
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), executed to be effective as of March 31, 2006, is by and among Floor and Decor Outlets of America, Inc., a Georgia corporation, ("Grantor") and PNC Bank, National Association, as agent for certain lenders ("Agent").

RECITALS

A. Grantor, Grantee and certain other lenders are parties to a Revolving Credit and Security Agreement dated March 23, 2004 as may be amended and in effect from time to time hereafter, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee.

B. Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of March 23, 2004 (the "Agreement") pursuant to which Grantor granted to Grantee, for the benefit of certain lenders, a security interest in, among other things, all right, title and interest of Grantor in, to and under all now owned or hereafter acquired trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

C. Grantor and Grantee desire to amend the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**ARTICLE I
Definitions**

Section 1.01. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Agreement, as amended hereby.

**ARTICLE II
Amendments**

Section 2.01. Amendment to Schedule 1. Effective as of the date hereof, all references in the Agreement to Schedule 1, which is the Schedule of Trademarks, shall be deemed references to Schedule 1 attached to this Amendment.

**ARTICLE III
Ratifications**

Section 3.01. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and

Grantee agree that the Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

ARTICLE IV
Miscellaneous

Section 4.01. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 4.02. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

Section 4.03. FINAL AGREEMENT. **THE AGREEMENT, AS AMENDED HEREBY REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Executed on the date first written above, to be effective as of the respective date specified above.

GRANTOR:

FLOOR AND DECOR OUTLETS OF AMERICA, INC.

By: *Anthony Biancavelli*
Name: ANTHONY BIANCAVELLI
Title: VICE CHAIRMAN

Acknowledged:

GRANTEE:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF Georgia §
 § ss.
COUNTY OF Cobb §

On the 30th day of March, 2006 before me personally appeared ANTHONY BIANCANELLO to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VICE CHAIRMAN of Floor and Décor Outlets of America, Inc., who being by me duly sworn, did depose and say that he is the VICE CHAIRMAN of Floor and Décor Outlets of America, Inc., the corporation described in and which executed the foregoing instrument that he signed the said instrument on behalf of said corporation by order of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

Nancy Lusetti
Notary Public

(Seal)

My commission expires:
Notary Public, Cobb County, Georgia
My Commission Expires Aug. 21, 2006

Executed on the date first written above, to be effective as of the respective date specified above.

GRANTOR:

FLOOR AND DECOR OUTLETS OF
AMERICA, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

GRANTEE:

PNC BANK, NATIONAL ASSOCIATION

By: Timothy S. Culver
Name: TIMOTHY S. CULVER
Title: VICE PRESIDENT

SCHEDULE I
TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.



Mark:

Application No. (Filing Date): 76/605,129 (August 2, 2004)

Registration No. (Date of Issuance): 3,046,691 (January 17, 2006)

Goods/Services: retail store services featuring flooring materials and related home-improvement accessories.

II. PENDING TRADEMARK APPLICATIONS.

1. Mark: FLOOR & DECOR

Application No./Filing Date: 76/529,310 (July 14, 2003)

Registration No./Date of Issuance: N/A

Goods/Services: retail store services featuring flooring materials and related home-improvement accessories.



2. Mark:

Application No. (Filing Date): 76/529,312 (July 14, 2003)

Registration No. (Date of Issuance): N/A

Goods/Services: retail store services featuring flooring materials and related home-improvement accessories.

3. Mark: FLOOR & DECOR OUTLETS OF AMERICA

Application No. (Filing Date): 76/529,408 (July 14, 2003)

Registration No. (Date of Issuance): N/A

Goods/Services: retail store services featuring flooring materials and related home-improvement accessories.



4. Mark:

Application No. (Filing Date): 76/529,309 (July 14, 2003)

Registration No. (Date of Issuance): N/A

Goods/Services: retail store services featuring flooring materials and related home-improvement accessories.

5. Mark: ECO FOREST

Application No. (Filing Date): 78/774,686 (December 15, 2005)

Registration No. (Date of Issuance): N/A

Goods/Services: bamboo flooring.

6. Mark: ECO SHADES

Application No. (Filing Date): 78/774,691 (December 15, 2005)

Registration No. (Date of Issuance): N/A

Goods/Services: bamboo flooring.

III. TRADEMARK LICENSES

NONE

IV. UNREGISTERED MARKS:

NONE