

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
21st Century Flooring, LLC		01/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3301575	LUNA
Registration Number:	3301576	202-LUNA
Registration Number:	3311520	LUNA FLOORING GALLERY
Registration Number:	3311521	SUREQUOTE
Registration Number:	3390977	LUNA
Registration Number:	3394190	
Registration Number:	3809252	877-241-LUNA

CORRESPONDENCE DATA

Fax Number: (704)444-8847
 Phone: 704-343-2000
 Email: ksaltrick@mcguirewoods.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: McGuireWoods LLP
 Address Line 1: 201 North Tryon Street

OP \$190.00 3301575

Address Line 2: Attention: Emily Day, Esq.
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2039261-0119 / MW AMEX
NAME OF SUBMITTER:	Emily Day/McGuireWoods LLP
Signature:	/Emily Day/
Date:	02/02/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 31, 2012 (this "Trademark Security Agreement"), is made by 21st CENTURY FLOORING, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantor, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTOR:

21st CENTURY FLOORING, LLC

By: 

Name: Steve Silvers

Title: Manager

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Charles Fairchild

Title: Assistant Vice President

TRADEMARK SECURITY AGREEMENT
Signature Page

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TRADEMARK
REEL: 004709 FRAME: 0686

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
US	LUNA	3301575	October 2, 2007
US	202-LUNA	3301576	October 2, 2007
US	LUNA FLOORING GALLERY	3311520	October 2, 2007
US	SUREQUOTE	3311521	October 2, 2007
US	LUNA & DESIGN	3390977	March 4, 2008
US	SOUND MARK - THE MARK CONSISTS OF A VOICE SINGING "SEVEN SEVEN THREE, TWO OH TWO LUNA"	3394190	March 11, 2008
US	877-241-LUNA	3809252	June 29, 2010

United States Trademark Applications:

None.