

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
Stanton Carpet Corp.		08/03/2012	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3403415	WOOLESSENCE
Registration Number:	4118836	STAINSAFE
Registration Number:	2838968	ROYALTRON
Registration Number:	2481873	ROSECORE
Registration Number:	2524080	ELITE
Registration Number:	2408114	STANTON RUG COMPANY
Registration Number:	2485867	RIVINGTON
Registration Number:	2408113	STANTON CARPET CORPORATION
Serial Number:	85517694	ATELIER

**CORRESPONDENCE DATA**

Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312.577.8034  
 Email: oscar.ruiz@kattenlaw.com

CH \$240.00 3403415

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-526

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 08/06/2012

Total Attachments: 5  
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2012, is made by Stanton Carpet Corp., a New York corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of August 3, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security 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 Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

STANTON CARPET CORP., a New York  
corporation, as Grantor

By: 

Name: Andrew D. Cantwell  
Title: Vice President

Trademark Security Agreement

TRADEMARK  
REEL: 004836 FRAME: 0291

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By: Mary Beth Dam  
Name: **Mary Beth Dam**  
Title: **Duly Authorized Signatory**

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004836 FRAME: 0292**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**1. REGISTERED TRADEMARKS**

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
WOOLESSENCE	78/868,655	04/25/2006	3,403,415	03/25/2008	Stanton Carpet Corporation
STAINSAFE	77/476,214	05/16/2008	4,118,836	03/27/2012	Stanton Carpet Corporation
ROYALTRON	76/265,345	06/01/2001	2,838,968	05/04/2004	Stanton Carpet Corporation
ROSECORE	75/933,484	03/01/2000	2,481,873	08/28/2001	Stanton Carpet Corp.
ELITE	75/839,294	11/03/1999	2,524,080	01/01/2002	Stanton Carpet Corporation
STANTON RUG COMPANY & DESIGN	75/732,058	06/18/1999	2,408,114	11/28/2000	Stanton Carpet Corporation
RIVINGTON	75/732,057	06/18/1999	2,485,867	09/04/2001	Stanton Carpet Corporation
STANTON CARPET CORPORATION &	75/732,056	06/18/1999	2,408,113	11/282000	Stanton Carpet Corporation

**2. TRADEMARK APPLICATIONS**

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
ATELIER	85/517,694	01/17/12	N/A	N/A	Stanton Carpet Corporation

**3. IP LICENSES**

- a. Design Collaboration and License Agreement, dated as of April 9, 2007, between Stanton Carpet Corp. (as assignee of F. Schumacher & Co.) and Lily Sport Holdings, LLC (as assignee of Michael S. Smith, Inc.)