

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
Maples Industries, Inc.		12/05/2012	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree Street NW		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4056940	FLOOR SHOW	
Serial Number:	77829999	PERMA COLOR COLOR FAST TECHNOLOGY	
Serial Number:	85044591	EVERFRESH	
Serial Number:	85290493	CUSH	
Serial Number:	85743331	AMERICAN ACCENTS	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 4:	Atlanta, GEORGIA 30303		

ATTORNEY DOCKET NUMBER:	3717-117
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ban/
Date:	12/06/2012
<p>Total Attachments: 5 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif</p>	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 5th day of December, 2012, by and between **MAPLES INDUSTRIES, INC.**, an Alabama corporation (the "Company"), and **REGIONS BANK**, an Alabama bank (together with its successors and assigns, "Lender").

Recitals:

Reference is made to that certain Trademark Security Agreement between Company and Lender dated May 18, 2009 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Company and Lender have entered into, or intend to enter into, that certain First Consolidated Amendment to Loan and Security Agreement dated on or about the date hereof (the "Amendment"). In connection with the Amendment, Company provided to Lender updated collateral disclosures, which revealed additional trademarks and trademark applications of Company not included as "Trademarks" in the Trademark Security Agreement.

To induce Lender to enter into the Amendment, Company has agreed to revise Exhibit A of the Trademark Security Agreement to include the new trademarks and trademark applications within the definition of "Trademarks" under the Trademark Security Agreement. Subject to the terms and on the conditions contained herein, Company and Lender hereby agree to enter into this Amendment to revise Exhibit A to the Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

2. **Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the trademarks and trademark applications contained on Schedule I to this Amendment to Exhibit A of the Trademark Security Agreement.

3. **Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, Company hereby pledges, assigns, grants and re-grants to Lender a continuing security interest in and Lien upon the Trademark Collateral, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached to this Amendment.

4. **Reaffirmation by Company.** Company hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by Company in the Trademark Security Agreement. Additionally, Company hereby represents and warrants to Lender that Exhibit A to the Trademark Security Agreement, as supplemented hereby, contains a complete and accurate list of the Trademarks owned by Company as of the date hereof (other than with respect to Trademarks that may have become obsolete), and that all such Trademarks described in Schedule I to this Amendment shall constitute Trademark Collateral under the Trademark Security Agreement securing

the Obligations. Company further represents and warrants to Lender that it has the full authority to enter into this Amendment and to grant the security interests and Liens provided for in the Trademark Security Agreement.

5. Reference to Trademark Security Agreement. Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

6. Effectiveness; Governing Law. This Amendment shall be effective upon acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. No Novation, etc. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

9. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

10. Further Assurances. Company agrees to take such further actions as Lender shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. Section Titles. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

12. Release of Claims. Company acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Lender relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

13. Waiver of Jury Trial. To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

COMPANY:

MAPLES INDUSTRIES, INC.

By: VT R
Name: VITO RUSSO
Title: C. F. O.


[CORPORATE SEAL]

[Signatures continue on following page.]

Accepted by:

LENDER:

REGIONS BANK

By: 
Name: Linfa M. Harris
Title: SVP

SCHEDULE I

Trademarks

Trademark Name	Registration / Application Number	Registration Date / Application Date
Floor Show	4,056,940	11/15/2011
Perma Color Color Fast Technology (with three circles in colors)	77,829,999	09/18/2009
Everfresh (Stylized) in Oval in Color	85/044,591	05/21/2012
Cush	85/290,493	04/08/2011
American Accents	85/743,331	10/02/2012