

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:	U.S. Bank National Association		
Street Address:	EP-MN-WS3C, 60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	National 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:	2147568779		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-740-8779		
Email:	RNail@lockelord.com		
Correspondent Name:	Robert E. Nail, Esq.		
Address Line 1:	2200 Ross Avenue, Suite 2200		

Address Line 4: Dallas, TEXAS 75201-6776

ATTORNEY DOCKET NUMBER: 0529247.00002

NAME OF SUBMITTER: Robert E. Nail

Signature: /Robert E. Nail/

Date: 01/24/2013

Total Attachments: 5

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EXECUTION COPY

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, 21st Century Flooring, LLC (the "Grantor"), with principal offices at 333 Northwest Ave, Northlake, IL 60164, hereby grants to U.S. Bank National Association, as Collateral Agent, with principal offices at EP-MN-WS3C, 60 Livingston Avenue, St. Paul, MN 55107-1419, Attn: Corporate Trust Department, (the "Grantee"), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of January 31, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st day of January, 2012.

21st CENTURY FLOORING, LLC, Grantor

By: [Signature]
Name: Steve Silvers
Title: Manager

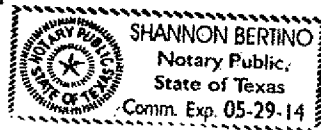
STATE OF Texas)
COUNTY OF Dallas)

ss.:

On this 31st day of January, 2012, before me personally appeared the above named Steve Silvers, known by me to be the person of the above name, who signed the foregoing instrument and acknowledged the same to be his own free act and deed.

[Signature]
Notary Public

My Commission Expires:



[TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

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	3390977	March 4, 2008
US	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.