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
Lexmark Carpet Mills, Inc.		09/30/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Capital One Business Credit Corp.
Street Address:	275 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85825847	LEXSOFT
Registration Number:	4282271	PRIMUS PET- DURASOFT FIBER
Registration Number:	4220874	PRIMUS
Registration Number:	4131747	LEXSHIELD PLUS
Registration Number:	4147929	WHERE INNOVATION BEGINS
Registration Number:	3939205	PRIVE PET
Registration Number:	3709840	LEXSHIELD
Registration Number:	3814211	L
Registration Number:	3814210	LEXMARK

OP $240.00 85825847

CORRESPONDENCE DATA

Fax Number: 2149649501
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214.964.9466
Email: aubrey.meyers@hklaw.com

Correspondent Name:	Aubrey L. Meyers
Address Line 1:	Holland & Knight LLP
Address Line 2:	300 Crescent Court, Suite 1100
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	136145.00005/MADREWS
NAME OF SUBMITTER:	Aubrey L. Meyers
Signature:	/Aubrey L. Meyers/
Date:	10/07/2013

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2013, is made by LEXMARK CARPET MILLS, INC., a Georgia corporation ("***Grantor***"), in favor of CAPITAL ONE BUSINESS CREDIT CORP., a New York corporation ("***Capital One***"), as Agent (in such capacity, together with its successors and permitted assigns, the "***Agent***") for the Lenders (as defined below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, Grantor, LCM PARENT, INC., a Delaware corporation ("***LCM Parent***"), LCM BUYER, INC., a Delaware corporation ("***LCM Buyer***" and together with LCM Parent, the "***Parent Corporations***"), any Subsidiaries of LCM Parent that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including LCM Parent, the "***Guarantors***", and together with Grantor, the "***Credit Parties***"), the lenders from time to time party thereto (each, a "***Lender***" and collectively, the "***Lenders***") and Agent have entered into a Credit Agreement dated as of September 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***");

WHEREAS, Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Guaranty and Security Agreement***"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders 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 and pledges 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 Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including those referred to on Schedule I 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 their Trademarks 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

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.

LEXMARK CARPET MILLS, INC., as Grantor

By:
Name: Matthew Gullen
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

#25866235

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademark	*Reg. No. (or Serial No. if not yet registered)*	*Issue Date*	*Application Date*
LEXSOFT	85825847	Application pending	January 17, 2013
Primus PET – Durasoft Fiber	4,282,271	January 29, 2013	November 13, 2012
PRIMUS	4,220,874	October 9, 2012	November 28, 2011
LEXSHIELD PLUS	4,131,747	April 24, 2012	August 24, 2011
"WHERE INNOVATION BEGINS"	4,147,929	May 22, 2012	July 26, 2011
PRIVE PET	3,939,205	March 29, 2011	June 11, 2010
LEXSHIELD	3,709,840	November 10, 2009	July 11, 2008
	3,814,211	July 6, 2010	November 19, 2009
LEXMARK	3,814,210	July 6, 2010	November 19, 2009

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