

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
J.J. HAINES & COMPANY, INC.		01/21/2014	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	3333 Peachtree Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Banking Institution: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3480626	J.J. HAINES & COMPANY, INC.
Registration Number:	3774000	J.J. HAINES & COMPANY, INC.
Registration Number:	3773999	HAINES
Registration Number:	3418264	HAINES
Registration Number:	2913254	SIMPLY LISTELLOS
Registration Number:	2640557	SIMPLY CERAMIC
Registration Number:	2392135	FLOORING PLUS
Registration Number:	1684734	"H" J.J. HAINES & COMPANY, INC. EST. 187
Registration Number:	3886259	CHESAPEAKE HARDWOODS
Registration Number:	3886255	CHESAPEAKE HARDWOODS

CORRESPONDENCE DATA

Fax Number: 6785532693
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 3480626

Phone: 678-553-2692
Email: gurveys@gtlaw.com
Correspondent Name: Greenberg Traurig LLP c/o Sheryl Gurvey
Address Line 1: Terminus 200
Address Line 2: 3333 Piedmont Road, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	083382.016200
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	01/21/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2014 (this "Security Agreement"), is made by J.J. HAINES & COMPANY, INC., a Maryland corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor, the lenders from time to time parties thereto (the "Lenders"), the Issuing Bank, the Swingline Lender and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement, dated as of January 17, 2014 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, a Maryland corporation entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of January 17, 2014 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative

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

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This 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 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 Maryland.

IN WITNESS WHEREOF, the 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.

J.J. HAINES & COMPANY, INC.

By:  _____

Name: Bruce Zwicker

Title: President and Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____

Name: _____

Title: _____

[J.J. HAINES — Trademark Security Agreement]

**TRADEMARK
REEL: 005197 FRAME: 0408**

IN WITNESS WHEREOF, the 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.

J.J. HAINES & COMPANY, INC.

By: _____

Name: Bruce Zwicker

Title: President and Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 

Name: Amanda Watkins

Title: Director

[J.J. HAINES —Trademark Security Agreement]

TRADEMARK
REEL: 005197 FRAME: 0409

SCHEDULE I

Trademarks and Trademark Licenses

Trademarks

Trademark	Class	Registration / Application No. and Date	Owner	Status / Next Deadline
J.J. Haines & Company, Inc.	001,012,033,050	3480626/ 78/711,250 8/05/08	J.J. Haines & Company, Inc.	Registered
J.J. Haines & Company, Inc.	100,101,102	3774000/ 77/559,900 4/13/10	J.J. Haines & Company, Inc.	Registered
Haines	100,101,102	3773999/ 77/559,896 4/13/10	J.J. Haines & Company, Inc.	Registered
Haines	001,012,033,050	3418264/ 78/711,151 4/29/08	J.J. Haines & Company, Inc.	Registered
Simply Listellos	001,012,033,050	2913254/ 78/340,976 12/21/04	J.J. Haines & Company, Inc.	Sections 8 and 15 combined declaration has been accepted and acknowledged.
SIMPLY CERAMIC	001,012,033,050	2640557/ 76/133,610 10/22/02	J.J. Haines & Company, Inc.	Registered
Flooring Plus, Inc.	100,101,102	2392135/ 75/569,378 7/10/07	J.J. Haines & Company, Inc.	Registered
Mark: Stylized letter "H" within rectangular shape	n/a	1245563/ 368221	J.J. Haines & Company, Inc.	Registered
Mark: "H" J.J. HAINES & COMPANY, INC. EST. 1874 OVER 100 YEARS and Design	n/a	1684734/ 74/093,858	J.J. Haines & Company, Inc.	Registered

Chesapeake Hardwoods Mark: The color(s) green, blue, brown, tan is/are claimed as a feature of the mark. The mark consists of a cattail plant with green stems and brown seed heads situated above a blue swirl design, the word "CHESAPEAKE" appears in blue above a blue horizontal line with the word "HARDWOODS" in brown below the line, all on a tan background in the shape of a rectangle with a curved top with a double outline in brown.	001,012,033,050	3886259/ 85020657/ 12.07.10	J.J. Haines & Company, Inc.	Registered
Chesapeake Hardwoods	001,012,033,050	3886255/ 85020634/ 12.07.10	J.J. Haines & Company, Inc.	Registered

Trademark Licenses

None.

Domain Names

Domain Name	Registrant	Renewal Date
www.cmhspace.com	Unknown	Unknown