

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.		01/17/2014	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: 7

Property Type	Number	Word Mark
Registration Number:	3702210	CAROLINA MOUNTAIN HOME COLLECTION
Registration Number:	3702179	CAROLINA MOUNTAIN HARDWOODS
Registration Number:	3404584	SPACE FLOORING SUPPLIES & SERVICES
Serial Number:	85409700	ARTISAN COLLECTION BY CAROLINA HOME
Serial Number:	85409680	ARTISAN CERAMICS COLLECTION BY CAROLINA
Serial Number:	85409659	CAROLINA HOME FLOORING FOR YOUR LIFESTYL
Serial Number:	85691180	AVION

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.

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

CH \$190.00 3702210

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 083382.016200

NAME OF SUBMITTER: Sheryl Gurvey

Signature: /Sheryl Gurvey/

Date: 02/10/2014

Total Attachments: 5

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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: 005212 FRAME: 0668

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: 005212 FRAME: 0669

SCHEDULE I**Trademarks and Trademark Licenses****Trademarks**

Trademark	Registration / Serial No. and Date	Owner	Status / Next Deadline
CAROLINA HOME MOUNTAIN COLLECTION	3702210 10/27/09	J.J. Haines & Company, Inc.	Registered
CAROLINA MOUNTAIN HARDWOODS	3702179 10/27/09	J.J. Haines & Company, Inc.	Registered
SPACE FLOORING SUPPLIES & SERVICES	3404584 4/1/08	J.J. Haines & Company, Inc.	Registered
ARTISAN COLLECTION BY CAROLINA HOME	85409700 8/29/11	J.J. Haines & Company, Inc.	Application
ARTISAN CERAMICS COLLECTION BY CAROLINA HOME	85409680 8/29/11	J.J. Haines & Company, Inc.	Application
CAROLINA HOME FLOORING FOR YOUR LIFESTYLE	85409659 8/29/11	J.J. Haines & Company, Inc.	Application
AVION	85691180 7/31/12	J.J. Haines & Company, Inc.	Application

Trademark Licenses

None.

Domain Names

None.