

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G&M OpCo LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC		
<b>Street Address:</b>	311 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3694175	METRO MOSAICS	
<b>Registration Number:</b>	4364938	WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	
<b>Registration Number:</b>	4684870	SPICEWOOD COLLECTION	
<b>Serial Number:</b>	85477778	COUNTERS FOR A CAUSE	
<b>Serial Number:</b>	86405805	BRILLIANT AT ANY ANGLE.	
<b>Serial Number:</b>	86318485	METRO QUARTZ	
<b>Serial Number:</b>	86583937	METROQUARTZ	
<b>Serial Number:</b>	86583886	M METROQUARTZ	
<b>Serial Number:</b>	86637791	CALACATTA METRO	
<b>Serial Number:</b>	77089377	ARTISAN COLLECTION	
<b>Serial Number:</b>	77089387	ARTISAN GRANITE COLLECTION	
<b>Serial Number:</b>	77089392	ARTISAN QUARTZ COLLECTION	
<b>Serial Number:</b>	77089374	ARTISAN STONE GROUP	
<b>Serial Number:</b>	77126099	ARTISÉN QUARTZ	
<b>Serial Number:</b>	77126093	ARTISÉN STONE COLLECTION	
<b>Serial Number:</b>	77121423	AVENTINE QUARTZ	
<b>Serial Number:</b>	78813663	METRO	
<b>Serial Number:</b>	78813683	METRO GLASS	
<b>Serial Number:</b>	78813671	METRO QUARTZ	
<b>TRADEMARK</b>			

OP \$740.00 3694175

Property Type	Number	Word Mark
Serial Number:	78813691	METRO SLAB
Serial Number:	78813715	METRO STONE
Serial Number:	78813713	METRO TILE
Serial Number:	78813705	METRO TOPS
Serial Number:	85131027	SPICEWOOD COLLECTION
Serial Number:	77121432	THE ARTISAN GUILD
Serial Number:	77126073	THE ARTISÉN GROUP
Serial Number:	77121412	THE AVENTINE GROUP
Serial Number:	77121419	THE AVENTINE STONE COLLECTION
Serial Number:	77960859	FIRST-CHOICE

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Dwayne C. Houston

**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F156695

**NAME OF SUBMITTER:** Jamie L. Gatenio

**SIGNATURE:** /Jaime L. Gatenio/

**DATE SIGNED:** 06/25/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 23, 2015, is made by G&M OpCo LLC, a Delaware limited liability company (together with its successors and assigns, the "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as agent ("Agent"), for the benefit of the Lenders (as defined in the Loan Agreement referred to below):

### RECITALS:

WHEREAS, Grantor is a party to that certain Loan and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Grantor, the financial institutions from time to time party thereto (collectively, the "Lenders"), and Agent, in which the Lenders have agreed to make certain Loans to Grantor.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Secured Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Agent and the Lenders, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof

(including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent (or, if and as applicable, Lenders) under and pursuant to the Loan Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Loan Agreement, the terms and provisions of the Loan Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

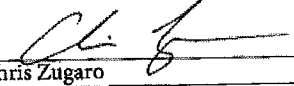
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

**GRANTOR:**

**G&M OPCO LLC**

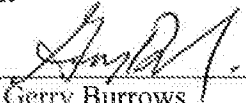
By:   
Name: Chris Zugaro  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**AGREED AND ACCEPTED:**

this \_\_\_\_ day of June, 2015

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,**  
as Agent


By:   
Name: Gerry Burrows  
Title: Director

[Signature Page to Trademark Security Agreement]

**EXHIBIT A**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:**

MARK	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER	GOODS/SERVICES (as listed in PTO records)	Status
METRO MOSAICS	78560,962 3,694,175	02/04/2008 1(b)	Architectural Granite & Marble, Ltd.	19 - Natural stone tiles and non-metal tiles	Registered 10/06/2009  Section 8/15 due 10/06/2014 - 10/06/2015
COUNTERS FOR A CAUSE	85477,778	11/21/2011 1(a)	Architectural Granite & Marble AKA AG&M  a Texas Limited Liability Company	36 - Charitable fundraising services by means of selling goods to raise funds	Registered 07/17/2012  Section 8/15 due 07/17/2017 - 07/17/2018
WORLDWIDE SOURCES, WORLD-CLASS SERVICE.	77524,460 4,354,938	07/17/2008 1(b)	Architectural Granite & Marble, Ltd.	19 - Nonstructural building materials for use in building construction and improvement, namely, natural stone, ceramic, porcelain, and quartz used in surface applications for countertops  37 - Consulting services in the field of installation and maintenance of countertops	Registered 07/09/2013  Section 8/15 due 07/09/2018 - 07/09/2019
SPICEWOOD COLLECTION	86380,085 4,684,870	08/28/2014 1(b)	Architectural Granite & Marble, Ltd.	19 - Natural stone and stone tiles, non-metal tiles	Registered 02/10/2015  Section 8/15 due 02/10/2020 - 02/10/2021

MARK	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER	GOODS/SERVICES (as listed in PTO records)	Status
BRILLIANT AT ANY ANGLE	86405,805	09/25/2014	Architectural Granite & Marble, Ltd.	19 - Quartz	Notice of Allowance dated 05/05/2015  SOU or 1 <sup>st</sup> Ext due 11/05/2015
METRO QUARTZ	86318,485	08/24/2014	Architectural Granite & Marble, Ltd.	19 - Quartz	Published for opposition 05/26/2015
METROQUARTZ	86583,937	04/01/2015	Architectural Granite & Marble, Ltd.	19 - Building construction quartz materials, namely, quartz tiles and slabs for constructing counter tops	Pending - not yet assigned to Examining Attorney
METROQUARTZ (& DESIGN) 	86583,886	04/01/2015	Architectural Granite & Marble, Ltd.	19 - Building construction quartz materials, namely, quartz tiles and slabs for constructing counter tops	Pending - not yet assigned to Examining Attorney
CALACATTA METRO	86437,791	05/21/2015	Architectural Granite & Marble, Ltd.	19 - Quartz materials, namely, quartz tiles and slabs for constructing counter tops	Pending - not yet assigned to Examining Attorney

MARK	SERIAL #	FILING DATE/BASES	OWNER	GOODS/SERVICES (as listed in PTO records)	Status
ARTISAN COLLECTION	77089,337	01/23/2007	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of counter tops 20 - Furniture parts, namely, counter tops	01/12/2014 Abandoned
ARTISAN GRANITE COLLECTION	77089,367	01/23/2007	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of counter tops 20 - Furniture parts, namely, counter tops	01/12/2009 Abandoned
ARTISAN QUARTZ COLLECTION	77089,392	01/23/2007	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of counter tops 20 - Furniture parts, namely, counter tops	01/03/2009 Abandoned
ARTISAN STONE GROUP	77089,334	01/23/2007	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of counter tops 20 - Furniture parts, namely, counter tops	01/12/2009 Abandoned
ARTISEN QUARTZ	77128,899	03/08/2007	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely, counter tops	11/03/2008 Abandoned
ARTISEN STONE COLLECTION	77128,983	03/08/2007	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely counter tops	11/03/2008 Abandoned
AVENTINE QUARTZ	77131,813	03/02/2007	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of counter tops	04/25/2004 Abandoned
METRO	78813,683	02/13/2006	Architectural Granite & Marble, Ltd.	19 - Furniture parts, namely, natural stone, ceramic, porcelain, and quartz countertops for use in building construction and improvement	05/24/2008 Abandoned

MARK	SERIAL #	FILING DATE/BASES	OWNER	GOODS/SERVICES (as listed in PTO records)	Status
METRO GLASS	78813,693	02/13/2006	Architectural Granite & Marble, Ltd.	19 - Building construction vitreous materials, namely, tiles, slabs, mosaics for use in constructing counter tops and lavatory walls	05/22/2008 Abandoned
METRO QUARTZ	78813,671	02/13/2006	Architectural Granite & Marble, Ltd.	19 - Building construction quartz materials, namely, quartz tiles and slabs for constructing counter tops and lavatory walls	05/22/2008 Abandoned
METRO SLAB	78813,691	02/13/2006	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely, natural stone, ceramic, porcelain, and quartz countertops for use in building construction and improvement	05/22/2008 Abandoned
METRO STONE	78813,712	02/13/2006	Architectural Granite & Marble, Ltd.	19 - Furniture parts, namely, natural stone, ceramic, porcelain, and quartz countertops for use in building construction and improvement	05/22/2008 Abandoned
METRO TILE	78813,713	02/13/2006	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely, natural stone, ceramic, porcelain, and quartz countertops for use in building construction and improvement	05/22/2008 Abandoned
METRO TOPS	78813,702	02/13/2006	Architectural Granite & Marble, Ltd.	19 - Natural stone, ceramic, porcelain, and quartz lavatories for use in building construction and improvement  20 - Furniture parts, namely, natural stone, ceramic, porcelain, and quartz countertops for use in building construction and improvement	05/22/2008 Abandoned
SPICE WOOD COLLECTION	80131,822	09/10/2010	Architectural Granite & Marble, Ltd.	19 - Natural stone tiles and non-metal tiles	08/28/2014 Abandoned



MARK	SERIAL #	FILING DATE/BASIS	OWNER	GOODS/SERVICES (as listed in FTG records)	STATUS
THE ARTISAN GUILD	77121,432	03/02/2007	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of counter tops. 20 - Furniture parts, namely, counter tops	01/03/2009 Abandoned
THE ARTISEN GROUP	77121,433	03/02/2007	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely counter tops	11/03/2008 Abandoned
THE AVENTINE GROUP	77121,413	03/02/2007	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely counter tops	11/03/2008 Abandoned
THE AVENTINE STONE COLLECTION	77121,419	03/02/2007	Architectural Granite & Marble, Ltd.	20 - Furniture parts, namely counter tops	11/03/2008 Abandoned
FIRST CHOICE	77968,809	03/17/2010	Architectural Granite & Marble, Ltd.	19 - Rock materials used in the manufacture of countertops	09/10/2011 Abandoned