TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM345790

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G&M OpCo LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC					
Street Address:	311 South Wacker Drive					
City:	Chicago					
State/Country:	ILLINOIS					
Postal Code:	60606					
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS					

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3694175	METRO MOSAICS
Registration Number:	4364938	WORLDWIDE SOURCES. WORLD-CLASS SERVICE.
Registration Number:	4684870	SPICEWOOD COLLECTION
Serial Number:	85477778	COUNTERS FOR A CAUSE
Serial Number:	86405805	BRILLIANT AT ANY ANGLE.
Serial Number:	86318485	METRO QUARTZ
Serial Number:	86583937	METROQUARTZ
Serial Number:	86583886	M METROQUARTZ
Serial Number:	86637791	CALACATTA METRO
Serial Number:	77089377	ARTISAN COLLECTION
Serial Number:	77089387	ARTISAN GRANITE COLLECTION
Serial Number:	77089392	ARTISAN QUARTZ COLLECTION
Serial Number:	77089374	ARTISAN STONE GROUP
Serial Number:	77126099	ARTISÉN QUARTZ
Serial Number:	77126093	ARTISÉN STONE COLLECTION
Serial Number:	77121423	AVENTINE QUARTZ
Serial Number:	78813663	METRO
Serial Number:	78813683	METRO GLASS
Serial Number:	78813671	METRO QUARTZ
		TRÂDEMARK

900328926 REEL: 005560 FRAME: 0481

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 "<u>Agreement</u>") 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 "<u>Grantor</u>") and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as agent ("<u>Agent</u>"), for the benefit of the Lenders (as defined in the Loan Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that 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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest</u>. 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. <u>Governing Law.</u> 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. <u>Counterparts</u>. 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]

- 2 -

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

GRANTOR:

G&M OPCO LLC

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

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	78/560,962 3,694,175	92/04/2005 1(b)	Architectural Granite & Marble, Ltd.	19 - National stone files and non-metal files	Registered 19/06/2009 Section 8/15 due 19/06/2014 — 19/06/2015
COUNTERS FOR A CAUSE	85/477,778	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 97/17/2012 Section 8/15 due 97/17/2017 – 97/17/2018
WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	77/524,460 4,364,938	07/17/2008 F(b)	Architectural Grande & Marble, Ltd.	19 - Nonstructural building materials for use in building construction and improvement, namely, natural stone, ceramic, porcellain, 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
SPICEWOOB COLLECTION	\$6/389,095 4,684,870	08/28/2014 1(b)	Archistectural 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.	FILENG DATE/ BASIS	OWNER	GOODS SERVICES (as listed in PTO records)	Status
BRILLIANT AT ANY ANGLE	86/405,805	09/25/2014	Architectural Granite & Marbie, Ltd	19 - Quartz	Notice of Allowance dated 05/05/2015 SOU or 1 st Ext due 11/05/2015
METRO QUARIZ	86/318,485	08/24/2014	Architectural Granite & Marble, Ltd	19 - Quartz	Published for opposition 05/26/2015
METROQUARTZ	86/583,937	04/01/2915	Architectural Granite & Marble, Ltd.	19 - Brolding construction quartz materials, namely, quartz files and slabs for constructing counter tops	Pending – not yet assigned to Examining Attorney
METROQUARTZ (& DESIGN)	86/583,886	84/01/2015	Architectural Granite & Machie, Ltd	Building construction quartz materials, namely, quartz files and slabs for constructing counter tops	Pending – not yet assigned to Examining Afforney
CALACATTA METRO	86/637,791	05/21/2015	Architectural Granite & Marble, Ltd	19 - Quartz materials, namely, quartz tiles and slabs for constructing econter tops	Pending – not yet assigned to Examining Altorney

Mark	SERIAL®	FILING DATE BASIS	OWNER	GOODS SERVICES (as Bard in FTO secords)	Starns
ARTISAN COLLECTION	77088,777	61/25/2007	Application of Grander 4: Marble, Ltd.	 19 - Racik austerials used in the numerication of country tops 20 - Function parts, numeric, counter tops 	01/4 1/3016 Abstractioned
ARTISAN GRANITE COLLECTION	37/089,387	83232007	Architectopal Countre & Mosble, Lad	19 - Rock materials used in the intentionies of country tops 28 - Passinus parts, materly, country tops	03/12/2009 Shoodaard
ARTISAN QUARTZ COLLECTION	77889398	01232887	Architectural Grande & Mostlin, Lad	19 - Kock materials ased in the assistantial of country stops 20 - Familian pasts, manuely, sciences tops	61-93-1369 Aboudment
ARTISAN STONE GROUP	77.000.734	6123/3667	Architectural Counte & Markle, Lad	16 - Rock motorali used in the ministration of country tops 20 - Function parts, namely, country tops	03/22/3660 Abundoned
ARTISEN QUARTZ	77/138.099	03/08/2007	Arciotectional Gracies & Maghie, Last.	22 - Fraccione poets, country, country tops	11-03-2008 Abandoned
ARTISEN STONE CORLECTION	77474398	03/08/2007	Ascintentiad Grante & Markir, 136.	20 - Promition poets, namely america sops	13-03-0908 Abushood
AVENTUNE QUARTZ	79/151/439	103000000T	Audisterband Gesiebe & Machie, Ltd.	19 - Kock numerials used as the monationary of counter tags	64/33/2666 Absordered
METRO	78/813,683	62/13/2008	Architectural General & Markle, Last	19 - Functione parts, consider, contend stone, consider, percention, and epister considerage for the ris building construction and improvement	63/54/2008 Alumband

MARK	SERIAL #	FILING BATE BASES	OWNER	GOODS SERVICES (as Bood in PTO records)	Status
METRO GLASS	78/813/888	02/13/2008	Architectural Grande & Mouble; Lud	19 - Building construction valueus materials accords also states movemen for our se consequency counter tops and layoutry waits	2012/2008 Abustaned
METRO QUARTZ	78/81 3.671	02/13/2000	Architectural Country & Sciebbo Ltd	19 - Building construction quarte materials, namely queen the and data for communing county tops and language reals.	SSC2/2008 Absorbated
METRO SLAB	78.51.3.791	02/13/2006	Architectural Georgie & Mashle Lod	20 Founday pain, amonto coma done, census, porcelus, and quart conventors for one in building concurrences and improvenies.	2008 Alixadones
METRO STONE	78-91 3.71	82.837.000	Austoire (und Grooste & Marble, Ltd	19 - Francisco pero, possedy, norse of street, sections, proceeding and quarte except trops for one in building communition and improvement	Almodoord
METRO TILS	38/81/8,718	80/13/00/8	Architectural Grasiste & Moelde, End	22 - Francisco paris, samely, sattest store, cerusio, percelors, and quart connections for see in building constitution and improvement	05/33/3888 Administrat
ME IRU TOPS	38.43.703	2312388	Architectural transfer & Markle Ind	13 - Natural Stope, Cristian, providing, and quarty landacies for use in building constitution and improvement. 20 - Furniture parts, natural, natural stope, constitu- penselvan, and quart communitys for one in building constitutions and augmovement.	Absorbord
SPICENTION COLLECTION	85703,800	08/10/2010	Architectural Cassitte & Markle, Ltd	1.9 - 2000000 closur lates and trou-metho lates	USCSCOES Abundones

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MARK	SERIAL S	BATE BASE	UNALK	CAMPOSERVILS (2) listed in PTO records)	31300
THE ARTISAN GUILD	77723.438	58-02-2867	Azcisiocrazal Grassiae Sc Markik, Lus	 19 - Book statemate used to the manefacture of counter tops. 20 - Francisco parts, somety, counter tops. 	SENSONS Abundaned
THE ARTISEN GROUP	77.138.073	03:05-2007	Archidectural Counsis & Markle, Lot	25 - Function parts, namely common tops	11-88-2968 Abandoned
THE AVENTINE GROUP	77/121,412	03/02/2007	Auchitectural Grande & Studije 1.65	20 - Учиновие рист, вышеду социят пере	11-63-2008 Abadones
THE AVENTINE STONE COLLECTION	77/121,419	88/02/2007	Aschitectural Geneite & Mathle, Ltd.	20 - Francisco parto, associy conster topo	IE 03/3008 Abandaned
FIRST-CHOICE	77566,807	43/17/2018	Architectural Season & Marble, Ltd.	19 - Rock materials used at the manufacture of contributors	66/15/2015 Albadones

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RECORDED: 06/25/2015