

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350382

<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>
DANCIK INTERNATIONAL, LTD.		08/05/2015	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, AS SECURITY AGENT		
<b>Street Address:</b>	41 LOTHBURY		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC257HF		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3115524	SELECTION SHEET MANAGER	
<b>Registration Number:</b>	2899878	IT'S ALL CONNECTED	
<b>Registration Number:</b>	2947980	DANCIKINTERNATIONAL	
<b>Registration Number:</b>	2775856	DECOR 24	
<b>Registration Number:</b>	2781994	D	
<b>Registration Number:</b>	2491956	IMAGE BUILDER	
<b>Registration Number:</b>	2279347	FLOOR VISION	
<b>Registration Number:</b>	2276110	TILE VISION	
<b>Registration Number:</b>	2279345	MARBLE VISION	
<b>Registration Number:</b>	2276108	FLOOR 24	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		

OP \$265.00 3115524

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	F157440
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	08/05/2015
<b>Total Attachments: 7</b> source=Closing Copy - IP Security Agreement (Dancik)#page1.tif source=Closing Copy - IP Security Agreement (Dancik)#page2.tif source=Closing Copy - IP Security Agreement (Dancik)#page3.tif source=Closing Copy - IP Security Agreement (Dancik)#page4.tif source=Closing Copy - IP Security Agreement (Dancik)#page5.tif source=Closing Copy - IP Security Agreement (Dancik)#page6.tif source=Closing Copy - IP Security Agreement (Dancik)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 5, 2015 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as security agent for the Secured Parties (in such capacity, the “*Security Agent*”).

RECITALS

A. The Secured Parties (as defined in the Facilities Agreement (defined below) have agreed to make certain advances of money and to extend certain financial accommodations (the “*Loans*”) to certain affiliates of Grantor in the amounts and manner set forth in that certain Senior Multicurrency Term and Revolving Facilities Agreement, dated as of February 6, 2015, amended and restated pursuant to that certain Amendment and Restated Deed dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Facilities Agreement*”), among **FLORENCE US HOLDCO, INC.** a Delaware corporation, **FLORENCE TOPCO LIMITED** a company registered in England and Wales having its registered address at Unit 2A Herongate, Charnham Park, Hungerford, Berkshire, RG17 0YU and with company registration number 09353225 (the “*New Parent*”), **FLORENCE MIDCO LIMITED** a company registered in England and Wales having its registered address at Unit 2A Herongate, Charnham Park, Hungerford, Berkshire, RG17 0YU and with company registration number 09379895 (the “*Old Parent*”), **FLORENCE BIDCO LIMITED**, a company registered in England and Wales having its registered address at Unit 2A Herongate, Charnham Park, Hungerford, Berkshire, RG17 0YU and with company registration number 9353447 (the “*Borrower*”), the Guarantors (as defined in the Facilities Agreement) party thereto (each a “*Guarantor*” and collectively, the “*Guarantors*”), the Security Agent and certain other parties thereto. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Collateral Agreement (as defined herein).

B. In consideration of the agreement by the Secured Parties to make the Loans under the Facilities Agreement, the Grantors have entered into that certain Collateral Agreement in favor of the Security Agent, dated as of July 23, 2015 (as the same may be amended, modified or supplemented from time to time, the “*Collateral Agreement*”).

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to the Security Agent, for the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Secured Obligations under the Facilities Agreement and the Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Secured Obligations under the Facilities Agreement and the Collateral Agreement, Grantor grants and pledges to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Security Agent under the Collateral Agreement. The rights and remedies of the Security Agent with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreement, and those which are now or hereafter available to the Security Agent as a matter of law or equity. Each right, power and remedy of the Security Agent provided for herein or in the Collateral Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Security Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement and the Collateral Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Security Agent, of any or all other rights, powers or remedies.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DANCIK INTERNATIONAL, LTD.

2000 Centregreen Way, Suite 250,  
Cary, NC 27513

By:   
Name: Nigel Bedford  
Title: Treasurer and Secretary

SECURITY AGENT:

Address of Bank:

SILICON VALLEY BANK

7th Floor, 41 Lothbury, London EC2R 7HF

By: .....  
Name: .....  
Title: .....

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DANCIK INTERNATIONAL, LTD.

2000 Centregreen Way, Suite 250,  
Cary, NC 27513

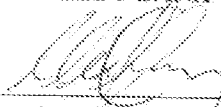
By: \_\_\_\_\_  
Name: Nigel Bedford  
Title: Treasurer and Secretary

SECURITY AGENT:

Address of Bank:

SILICON VALLEY BANK

7th Floor, 41 Lothbury, London EC2R 7HF

By:  \_\_\_\_\_  
Name: Nigel Bedford  
Title: VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005593 FRAME: 0226**

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

N/A

EXHIBIT B

Patents

Description

Registration  
Number

Registration  
Date

N/A

Patent Applications

Description

Application  
Number

Application  
Date

N/A



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
SELECTION SHEET MANAGER	3,115,524	July 11, 2006
IT'S ALL CONNECTED	2,899,878	November 2, 2004
DANCIKINTERNATIONAL	2,947,980	May 10, 2005
DECOR 24	2,775,856	October 21, 2003
D with Design	2,781,994	November 11, 2003
IMAGE BUILDER	2,491,956	September 25, 2001
FLOOR VISION	2,279,347	September 21, 1999
TILE VISION	2,276,110	September 7, 1999
MARBLE VISION	2,279,345	September 21, 1999
FLOOR 24	2,276,108	September 7, 1999

Trademark Applications

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
N/A		