

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Faraday Holdings, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Interior Specialists, Inc.		06/30/2015	CORPORATION: CALIFORNIA
Heritage Interiors ISI, LLC		06/30/2015	LIMITED LIABILITY COMPANY: ARIZONA
SuperFloors ISI, LLC		06/30/2015	LIMITED LIABILITY COMPANY: WASHINGTON
Del Grosso Floor Covering, Inc.		06/30/2015	CORPORATION: NEVADA
Advanced Flooring and Design, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3729404	HOME DESIGN SYSTEMS BY ISI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	202-739-3000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	05438-0478		

CH \$40.00 3729404

<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans
<b>SIGNATURE:</b>	/jce/
<b>DATE SIGNED:</b>	08/11/2015
<b>Total Attachments: 7</b> source=Trademark Security Agreement- Faraday Holdings LLC#page1.tif source=Trademark Security Agreement- Faraday Holdings LLC#page2.tif source=Trademark Security Agreement- Faraday Holdings LLC#page3.tif source=Trademark Security Agreement- Faraday Holdings LLC#page4.tif source=Trademark Security Agreement- Faraday Holdings LLC#page5.tif source=Trademark Security Agreement- Faraday Holdings LLC#page6.tif source=Trademark Security Agreement- Faraday Holdings LLC#page7.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and permitted assigns, "Lender").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 30, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Faraday Holdings, LLC, a Delaware limited liability company ("Holdings"), Interior Specialists, Inc., a California corporation and a wholly-owned Subsidiary of Holdings ("Interior Specialists"), and each of Holdings' other Subsidiaries identified on the signature pages thereof as of the date thereof (such other Subsidiaries, together with Interior Specialists and each other Subsidiary of Holdings that becomes a party thereto after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Schedule 1.1 of the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License and other General Intangibles with respect to the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include and the Security Interest shall not attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions, including the termination provisions, of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement

or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

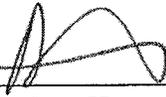
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 13 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

**[SIGNATURE PAGE FOLLOWS]**

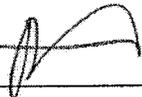
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

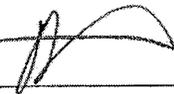
FARADAY HOLDINGS, LLC  
a Delaware corporation

By:   
Name: Robert Hess  
Title: Chief Financial Officer

INTERIOR SPECIALISTS, INC.  
a California corporation

By:   
Name: Robert Hess  
Title: Chief Financial Officer

HERITAGE INTERIORS ISI, LLC  
an Arizona limited liability company

By:   
Name: Robert Hess  
Title: Chief Financial Officer

SUPERFLOORS ISI, LLC  
a Washington limited liability company

By:   
Name: Robert Hess  
Title: Chief Financial Officer

*[Signature Page to Wells – ABL Trademark Security Agreement]*

DEL GROSSO FLOOR COVERING, INC.  
a Nevada corporation

By:   
Name: Robert Hess  
Title: Chief Financial Officer

ADVANCED FLOORING AND DESIGN, LLC  
a Pennsylvania limited liability company

By:   
Name: Robert Hess  
Title: Chief Financial Officer

*[Signature Page to Wells – ABL Trademark Security Agreement]*

**LENDER:**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_

Name: Herb Korn

Title: Authorized Signatory

*[Signature Page to Wells – ABL Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005597 FRAME: 0458**



**Schedule I**  
**TRADEMARKS**

<u>Loan Party</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Interior Specialists, Inc.	HOME DESIGN SYSTEMS BY ISI	July 29, 2008	Active	3729404