

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lexmark Carpet Mills, Inc.		11/25/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85825847	LEXSOFT	
Registration Number:	4282271	PRIMUS PET- DURASOFT FIBER	
Registration Number:	4220874	PRIMUS	
Registration Number:	4131747	LEXSHIELD PLUS	
Registration Number:	4147929	WHERE INNOVATION BEGINS	
Registration Number:	3939205	PRIVE PET	
Registration Number:	3709840	LEXSHIELD	
Registration Number:	3814211	L	
Registration Number:	3814210	LEXMARK	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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>			
Phone:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 4:	Atlanta, GEORGIA 30303		

CH \$240.00 85825847

ATTORNEY DOCKET NUMBER:	2689-128
NAME OF SUBMITTER:	Bobbi Accord
SIGNATURE:	/ban/
DATE SIGNED:	11/30/2015
Total Attachments: 4 source=Lexmark Trademark Agreement#page1.tif source=Lexmark Trademark Agreement#page2.tif source=Lexmark Trademark Agreement#page3.tif source=Lexmark Trademark Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2015, is made by LEXMARK CARPET MILLS, INC., a Georgia corporation (“*Grantor*”), in favor of BANK OF AMERICA, N.A., a national banking association, for itself and the other Secured Parties (together with its successors and assigns, “*Lender*”).

WITNESSETH:

WHEREAS, Grantor as a Borrower, LCM PARENT, INC., a Delaware corporation (“*LCM Parent*”), LCM BUYER, INC., a Delaware corporation (“*LCM Buyer*” and together with LCM Parent, the “*Parent Corporations*”), NORTHWEST CARPET, INC., a Georgia corporation (“*Northwest*”), any Subsidiaries of LCM Parent that become Guarantors or Borrowers pursuant to Section 8.10 of the Credit Agreement (together with the Parent Corporations, the Grantor and Northwest, collectively, the “*Credit Parties*”) and Lender have entered into a Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and make extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages and pledges to Lender, for the benefit of Lender and the other the Secured Parties, and grants to Lender, for the benefit of Lender and the other the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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.

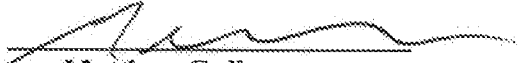
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference,*mutatis mutandis*.

[Remainder of page intentionally left blank;
signature appears on the following page]

IN WITNESS WHEREOF, 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.


GRANTOR:

LEXMARK CARPET MILLS, INC.

By: 
Name: **Matthew Gullen**
Title: **Vice President**

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<i>Owner</i>	<i>Trademark</i>	<i>Reg. No. (or Serial No. if not yet registered)</i>	<i>Issue Date</i>	<i>Application Date</i>
LEXMARK CARPET MILLS, INC.	LEXSOFT	85825847	Application pending	January 17, 2013
	Primus PET – Durasoft Fiber	4,282,271	January 29, 2013	November 13, 2012
	PRIMUS	4,220,874	October 9, 2012	November 28, 2011
	LEXSHIELD PLUS	4,131,747	April 24, 2012	August 24, 2011
	“WHERE INNOVATION BEGINS”	4,147,929	May 22, 2012	July 26, 2011
	PRIVE PET	3,939,205	March 29, 2011	June 11, 2010
	LEXSHIELD	3,709,840	November 10, 2009	July 11, 2008
		3,814,211	July 6, 2010	November 19, 2009
	LEXMARK	3,814,210	July 6, 2010	November 19, 2009