

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365017

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|---|--------------------------------------|----------------------------|----------------------|
| 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: | OBSIDIAN AGENCY SERVICES, INC. | | |
| Street Address: | 2951 28th Street, Suite 1000 | | |
| Internal Address: | c/o Tennenbaum Capital Partners, LLC | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90405 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4452536 | 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: | 2129692900 | | |
| <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: | 212-969-3000 | | |
| Email: | trademark@proskauer.com | | |
| Correspondent Name: | Adam D. Siegartel | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |

CH \$240.00 4452536

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 74326-010

NAME OF SUBMITTER: Adam Siegartel

SIGNATURE: /Adam Siegartel/

DATE SIGNED: 12/08/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2015, is made by the entity listed on the signature pages hereof (the “**Grantor**”), in favor of OBSIDIAN AGENCY SERVICES, INC., a California corporation (“**Obsidian**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, LEXMARK CARPET MILLS, INC., a Georgia corporation (the “**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**”), any Subsidiaries of LCM Parent that are Guarantors or become Guarantors (including LCM Parent and LCM Buyer, the “**Guarantors**”, and, together with Borrower, the “**Credit Parties**”), the lenders party thereto and Medley Capital Corporation, as administrative agent entered into that certain Credit Agreement, dated as of September 30, 2013 (the “**Original Credit Agreement**”);

WHEREAS, the Original Credit Agreement was amended and restated on December 19, 2014, pursuant to that certain Amended and Restated Credit Agreement, by and among the Borrower, the Parent Corporations, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Obsidian, as administrative agent for the Lenders (as successor in interest to Medley Capital Corporation in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the Collateral Agent (together with the Administrative Agent, collectively, the “**Agents**” and each, an “**Agent**”) (as so amended and restated and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent 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. The 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 the Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of 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 the Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 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 the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

LEXMARK CARPET MILLS, INC.

By: 

Name: Matthew Gullen

Title: Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005684 FRAME: 0509

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

A. Trademarks and Trademark Licenses

| Grantor | Trademark | Reg. No. (or Serial No. if not yet registered) | Issue Date | Application Date |
|----------------------------|---|---|-------------------|-------------------|
| Lexmark Carpet Mills, Inc. | LEXSOFT | 4452536 | December 17, 2013 | 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 | |

B. Trade Names

| Credit Party | Trade Name | Jurisdiction |
|----------------------------|---|------------------------------|
| Lexmark Carpet Mills, Inc. | Premier Carpets Lexmark Residential Lexmark Expo Lexmark + Northwest Hospitality Carpets Lexmark Living Edgebylexmark.com Tailored by Lexmark | Whitfield County, Georgia |

| | | |
|------------------------|--|------------------------------|
| Northwest Carpet, Inc. | Contract Design Bonanza Carpet Mill Kent Carpets Challenger Carpets Lexmark + Northwest Hospitality Carpets Hotelcarpet.com | Whitfield County, Georgia |
|------------------------|--|------------------------------|

C. Internet Domain Names

1. Lexmarkcarpet.com
2. Lexmarkcarpetmills.com
3. Lexmarkhealthcare.com
4. Lexmarkcommercial.com
5. Lexmarkresidential.com
6. twitter.com/LexmarkCarpet
7. facebook.com/LexmarkCarpet
8. Instagram.com/LexmarkCarpet
9. Pinterest.com/LexmarkCarpet
10. LinkedIn.com/LexmarkCarpet
11. Lexmarkexpo.com
12. LXdesign.com
13. LXdesigns.com
14. LexmarkLiving.com
15. Edgebylexmark.com
16. www.northwestcarpets.net
17. www.northwestcarpets.com
18. www.aureuscarpet.com
19. www.aureuscarpets.com
20. www.hotelcarpet.com

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

1. The License Agreement, dated March 18, 2008, by and between Stacy Garcia, Inc. and Lexmark, as amended by that certain letter dated May 5, 2011.
2. The License Agreement, dated August 15, 2013, by and between Stacy Garcia, Inc. and Lexmark.
3. The Licensing Agreement, dated March 23, 2011, by and between Esther Dunbar-Cullum and Lexmark.