

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		04/01/2016	Corporation: UNITED STATES
RECEIVING PARTY DATA			
Name:	HomerWood Hardwood Flooring Company		
Street Address:	1026 Industrial Dr.		
City:	Titusville		
State/Country:	PENNSYLVANIA		
Postal Code:	16354		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2057307	HOMERWOOD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	054935-01-0050		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	04/04/2016		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 1, 2016 (“Release”), is made by Bank of America, N.A., as Collateral Agent (“Collateral Agent”) in favor of HomerWood Hardwood Flooring Company, a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of March 15, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantors party thereto and the Collateral Agent, each Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Grantor, executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of October 2, 2006 (“Notice”); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on November 6, 2006 at Reel 3422 Frame 0552.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor’s right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security Agreement in Trademarks, Trademark Licenses, and Proceeds of the foregoing not owned by Grantor.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: *Kimberly D. Williams*
Name: *Kimberly D. Williams*
Title: *Vice President*

Schedule A

U.S. Trademark Subject to Security Interest
Granted by HomerWood Hardwood Flooring Company
In Favor of Bank of America, N.A., as Collateral Agent
Recorded November 6, 2006 at Reel 3422 Frame 0552

Registered Mark

Mark	Reg. No.	Reg. Date
HOMERWOOD	2057307	04/29/97