

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380112

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                              | Formerly | Execution Date | Entity Type                         |
|-----------------------------------|----------|----------------|-------------------------------------|
| The Merit Distribution Group, LLC |          | 04/08/2016     | Limited Liability Company: ILLINOIS |
| MG Distribution Holdings, LLC     |          | 04/08/2016     | Limited Liability Company: DELAWARE |
| MG-FS Distribution, LLC           |          | 04/08/2016     | Limited Liability Company: ILLINOIS |
| Dynamic Paint Products Inc.       |          | 04/08/2016     | Corporation: DELAWARE               |
| Merit Flooring, LLC               |          | 04/08/2016     | Limited Liability Company: DELAWARE |
| Southland Flooring Supplies, Inc. |          | 04/08/2016     | Corporation: INDIANA                |

## RECEIVING PARTY DATA

|                          |                                   |
|--------------------------|-----------------------------------|
| <b>Name:</b>             | Goldman Sachs BDC, Inc., as Agent |
| <b>Street Address:</b>   | 200 West Street                   |
| <b>Internal Address:</b> | 34th Floor                        |
| <b>City:</b>             | New York                          |
| <b>State/Country:</b>    | NEW YORK                          |
| <b>Postal Code:</b>      | 10282                             |
| <b>Entity Type:</b>      | Corporation: DELAWARE             |

## PROPERTY NUMBERS Total: 2

| Property Type               | Number  | Word Mark |
|-----------------------------|---------|-----------|
| <b>Registration Number:</b> | 3432025 | MERIT PRO |
| <b>Registration Number:</b> | 2268755 | SOUTHLAND |

## CORRESPONDENCE DATA

Fax Number: 3125585700

*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.*

Phone: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston &amp; Strawn LLP

Address Line 1: 35 West Wacker Drive

CH \$65.00 3432025

**Address Line 2:** Suite 4200  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

**ATTORNEY DOCKET NUMBER:** 86111.11

**NAME OF SUBMITTER:** Michelle Foy

**SIGNATURE:** /Michelle Foy/

**DATE SIGNED:** 04/11/2016

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of April 8, 2016, is made by THE MERIT DISTRIBUTION GROUP, LLC, an Illinois limited liability company (“**Merit**”), MG DISTRIBUTION HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), MG-FS DISTRIBUTION, LLC, an Illinois limited liability company (“**MG Distribution**”), DYNAMIC PAINT PRODUCTS INC., a Delaware corporation (“**Dynamic**”), MERIT FLOORING, LLC, a Delaware limited liability company (“**Flooring**”) and SOUTHLAND FLOORING SUPPLIES, INC., an Indiana corporation (“**Southland**” and, together with Merit, Holdings, MG Distribution, Dynamic and Flooring, each a “**Grantor**” and, collectively, the “**Grantors**”) in favor of GOLDMAN SACHS BDC, INC. as agent (“**Agent**”) for Lenders (as defined in the Term Loan Agreement referred to below).

WHEREAS, The Grantors have entered into a Term Loan and Security Agreement dated as of April 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**”), with GOLDMAN SACHS BDC, INC., as Agent, and the Lenders party thereto. Terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, under the terms of the Term Loan Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, 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 trademark under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Term Loan Agreement and Other Documents. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Term Loan Agreement and Other Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Term Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Term Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS**

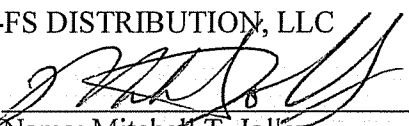
THE MERIT DISTRIBUTION GROUP, LLC

By:   
Name: Mitchell T. Jolley  
Title: President and Chief Executive Officer

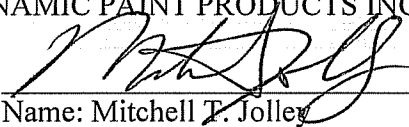
MG DISTRIBUTION HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Vice President

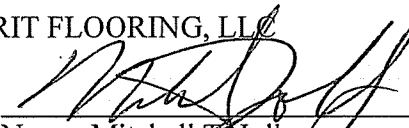
MG-FS DISTRIBUTION, LLC

By:   
Name: Mitchell T. Jolley  
Title: President and Chief Executive Officer

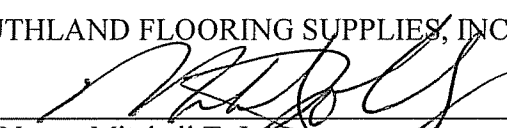
DYNAMIC PAINT PRODUCTS INC.

By:   
Name: Mitchell T. Jolley  
Title: President and Chief Executive Officer

MERIT FLOORING, LLC

By:   
Name: Mitchell T. Jolley  
Title: President and Chief Executive Officer

SOUTHLAND FLOORING SUPPLIES, INC.

By:   
Name: Mitchell T. Jolley  
Title: President and Chief Executive Officer

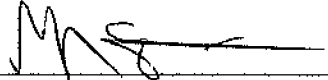
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS**

THE MERIT DISTRIBUTION GROUP, LLC

By: \_\_\_\_\_  
Name:  
Title:

MG DISTRIBUTION HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: Mayank Singh  
Title: Vice President

MG-FS DISTRIBUTION, LLC

By: \_\_\_\_\_  
Name:  
Title:

DYNAMIC PAINT PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

MERIT FLOORING, LLC

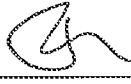
By: \_\_\_\_\_  
Name:  
Title:

SOUTHLAND FLOORING SUPPLIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

AGENT:

GOLDMAN SACHS BDC, INC.

By: 

\_\_\_\_\_  
Name: Brendan McGovern  
Title Managing Director

**Schedule A**

Patents

None.



## Schedule B

### Trademarks

| Owner                             | Mark                                 | % Ownership | Jurisdiction(s) and Office Where Registered | Registration Number | Publication Date |
|-----------------------------------|--------------------------------------|-------------|---|---------------------|------------------|
| The Merit Distribution Group, LLC | Lancaster                            | 100         |   | Unregistered        |                  |
| The Merit Distribution Group, LLC | Merit Trade Source                   | 100         |   | Unregistered        |                  |
| The Merit Distribution Group, LLC | Merit Max                            | 100         |   | Unregistered        |                  |
| The Merit Distribution Group, LLC | Merit Pro                            | 100         | U.S.  | 3432025             | July 3, 2007     |
| Southland Group Enterprises, Inc. | Southland                            | 100         | U.S.  | 2,268,755           | August 10, 1999  |
| MG-FS Distribution, LLC           | Right-way Dealer Warehouse           | 100         |   | Unregistered        |                  |
| MG-FS Distribution, LLC           | Five Star (with the five stars logo) | 100         |   | Unregistered        |                  |

### Licensed Marks

| Grantor                           | Mark                                    | Name and Address of Licensor   |
|-----------------------------------|---|--|
| Southland Flooring Supplies, Inc. | CyberSource Payment Solutions Agreement | CyberSource Corporation<br>P.O. Box 8999<br>San Francisco, CA 94128-8999 |

**Schedule C**

Copyrights

None.