

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380158

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|---------------------------------------|
| Engineered Floors, LLC | | 04/02/2016 | Limited Liability Company: GEORGIA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Branch Banking and Trust Company, as Agent |
| Street Address: | 200 West Second Street |
| City: | Winston-Salem |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27101 |
| Entity Type: | Corporation: NORTH CAROLINA |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4186475 | DREAMWEAVER |
| Registration Number: | 4596050 | DWELLINGS BY EF |
| Registration Number: | 4596049 | DWELLINGS BY DW |
| Registration Number: | 4596048 | DWELLINGS BY ENGINEERED FLOORS LLC INNOV |
| Registration Number: | 4596047 | DWELLINGS BY DREAM WEAVER |
| Registration Number: | 3903739 | PURECOLOR |
| Registration Number: | 4442529 | PURECOLOR PLUS |
| Registration Number: | 4367539 | PURECOLOR PURESOF |
| Registration Number: | 4442528 | PURECOLOR SOFT |
| Registration Number: | 4799498 | PURECOLOR SOFT NYLON |
| Registration Number: | 4142119 | PURECOLOR S2 WITH SOILSHIELD |
| Registration Number: | 4442530 | PURESOF |

CORRESPONDENCE DATA

Fax Number:

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: 8046971870

Email: julia.bishop@troutmansanders.com

Correspondent Name: Julia M. Bishop, Troutman Sanders LLP

TRADEMARK

Address Line 1: 600 PEACHTREE ST, NE, STE 5200
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 204750.000827

NAME OF SUBMITTER: Julia M. Bishop

SIGNATURE: /JMB/

DATE SIGNED: 04/11/2016

Total Attachments: 3

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IP SECURITY AGREEMENT
(TRADEMARKS)

THIS IP SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 2nd day of April, 2016, by ENGINEERED FLOORS, LLC, a Georgia limited liability company ("Grantor"); and BRANCH BANKING AND TRUST COMPANY ("BB&T"), acting as agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for itself and for the other Secured Parties (as defined in the Credit Agreement referred to below).

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement dated as of April 2, 2016 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bentley Dye Services, Inc., Dream Weaver Carpet, LLC , Pentz Street Holdings, LLC, J&J Flooring Group, LLC and Grantor (collectively, the "Borrower Group"); Textile Flooring International LLC, as the initial Guarantor; the lenders from time to time party thereto (collectively, the "Lenders"); BB&T as Administrative Agent; and BB&T Capital Markets and Wells Fargo Bank, National Association as Joint Lead Arrangers. The Grantor and the Administrative Agent, among others, are also parties to a General Security Agreement dated as of April 2, 2016 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement").

Subject to the terms of the Security Agreement, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, lien on and right of set-off against, all of the Grantor's right, title and interest in and to the United States trademarks and trademark applications described on Schedule 1 attached hereto and made a part hereof, to secure the payment and performance of the Obligations (as defined in the Security Agreement).

This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than Georgia are governed by the laws of such jurisdiction.

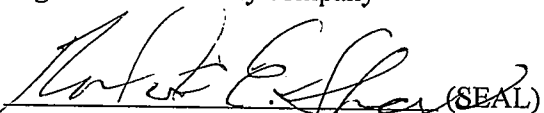
This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signature appears on following page]







IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement (Trademarks) to be duly executed by its duly authorized officer, all as of the date first above written.

ENGINEERED FLOORS, LLC,
a Georgia limited liability company

By:  (SEAL)
Name: Robert E. Shaw
Title: Manager

SCHEDULE 1
TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS AND APPLICATIONS

| Owner | Mark | Country | Appl./Reg. No. | Filing Date | Reg. Date | Class (es) | Status |
|------------------------|---|---------|----------------|-------------|-----------|------------|------------|
| Engineered Floors, LLC |  | US | 4,186,475 | 12/20/2011 | 8/7/2012 | 27 | Registered |
| Engineered Floors, LLC |  | US | 4,596,050 | 12/4/2013 | 9/2/2014 | 27 | Registered |
| Engineered Floors, LLC |  | US | 4,596,049 | 12/4/2013 | 9/2/2014 | 27 | Registered |
| Engineered Floors, LLC |  | US | 4,596,048 | 12/4/2013 | 9/2/2014 | 27 | Registered |
| Engineered Floors, LLC |  | US | 4,596,047 | 12/4/2013 | 9/2/2014 | 27 | Registered |
| Engineered Floors, LLC | PURECOLOR | US | 3,903,739 | 5/21/2010 | 1/11/2011 | 22 | Registered |
| Engineered Floors, LLC | PURECOLOR PLUS | US | 4,442,529 | 11/1/2012 | 12/3/2013 | 22 | Registered |
| Engineered Floors, LLC | PURECOLOR PURESOF | US | 4,367,539 | 11/1/2012 | 7/16/2013 | 22 | Registered |
| Engineered Floors, LLC | PURECOLOR SOFT | US | 4,442,528 | 12/2/2012 | 12/3/2013 | 22 | Registered |
| Engineered Floors, LLC | PURECOLOR SOFT NYLON | US | 4,799,498 | 1/22/2015 | 8/25/2015 | 27 | Registered |
| Engineered Floors, LLC | PureColor  | US | 4,142,119 | 9/13/2011 | 5/15/2012 | 22 | Registered |
| Engineered Floors, LLC | PURESOF | US | 4,442,530 | 11/2/2012 | 12/3/2013 | 22 | Registered |