

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388175

|   |   |                                |                       |
|---|---|--------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                                |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement                |                                |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                                |                       |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>          | <b>Entity Type</b>    |
| Creative Touch Interiors, Inc.  |   | 05/31/2016                     | Corporation: MARYLAND |
| <b>RECEIVING PARTY DATA</b>   |   |                                |                       |
| <b>Name:</b>  | Wells Fargo Bank, National Association      |                                |                       |
| <b>Street Address:</b>  | 100 Park Avenue, 14th Floor                 |                                |                       |
| <b>City:</b>  | New York                                    |                                |                       |
| <b>State/Country:</b>   | NEW YORK                                    |                                |                       |
| <b>Postal Code:</b>   | 10017                                       |                                |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                                |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                                |                       |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>               |                       |
| <b>Registration Number:</b>   | 4406141                                     | CREATIVE TOUCH INTERIORS       |                       |
| <b>Registration Number:</b>   | 3911575                                     | TOTAL CHOICE ADVANTAGE PROGRAM |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                                |                       |
| <b>Fax Number:</b>  | 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> |   |                                |                       |
| <b>Phone:</b>   | 2027395866                                  |                                |                       |
| <b>Email:</b>   | felicia.gordon@morganlewis.com              |                                |                       |
| <b>Correspondent Name:</b>  | Morgan, Lewis & Bockius LLP                 |                                |                       |
| <b>Address Line 1:</b>  | 1111 Pennsylvania Avenue, NW                |                                |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20004                      |                                |                       |
| <b>NAME OF SUBMITTER:</b>   | Felicia D. Gordon                           |                                |                       |
| <b>SIGNATURE:</b>   | /Felicia D. Gordon/                         |                                |                       |
| <b>DATE SIGNED:</b>   | 06/16/2016                                  |                                |                       |
| <b>Total Attachments: 6</b>   |   |                                |                       |
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 31st day of May, 2016, by and among the Grantor listed on the signature page hereof (“Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and permitted assigns, “Lender”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Faraday Holdings, LLC, a Delaware limited liability company (“Holdings”), Interior Specialists, Inc., a California corporation and a wholly-owned Subsidiary of Holdings (“Interior Specialists”), Creative Touch Interiors, Inc., a Maryland corporation (“Creative Touch”), and each of Holdings’ other Subsidiaries identified on the signature pages thereof as of the date thereof (such other Subsidiaries, together with Interior Specialists, Creative Touch and each other Subsidiary of Holdings that becomes a party thereto after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as “Borrower”, and individually and collectively, jointly and severally, as “Borrowers”), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Schedule 1.1 of the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, collaterally assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License and other General Intangibles with respect to the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include and the Security Interest shall not attach to any United States intent-to-use trademark applications 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 intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions, including the termination provisions, of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I

shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

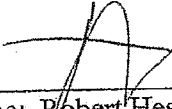
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 13 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

CREATIVE TOUCH INTERIORS, INC.,  
a Maryland corporation

By:   
Name: Robert Hess  
Title: Chief Financial Officer

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Herb Korn  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


CREATIVE TOUCH INTERIORS, INC.,  
a Maryland corporation

By: \_\_\_\_\_  
Name: Robert Hess  
Title: Chief Financial Officer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Name: Herb Korn  
Title: Authorized Signatory

**Schedule I**  
**TRADEMARKS**

| <u>Grantor</u>                 | <u>Trademarks</u>                  | <u>Filing Date</u> | <u>Status</u> | <u>Registration No.</u> |
|--------------------------------|------------------------------------|--------------------|---------------|-------------------------|
| Creative Touch Interiors, Inc. | Creative Touch Interiors (Arizona) | February 26, 1997  | Renewed       | 171112                  |
| Creative Touch Interiors, Inc. | Creative Touch Interiors (Wyoming) | August 13, 2010    | Active        | 000588603               |
| Creative Touch Interiors, Inc. | Creative Touch Interiors (Federal) | January 22, 2013   | Active        | 4406141                 |
| Creative Touch Interiors, Inc. | Total Choice Advantage Program     | November 20, 2008  | Active        | 3911575                 |