TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Merit Distribution Group, LLC		07/14/2016	Limited Liability Company: ILLINOIS
Southland Flooring Supplies, Inc.		07/14/2016	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1180 Peachtree Street
Internal Address:	Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	an Alabama bank: ALABAMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3432025	MERIT PRO
Registration Number:	2268755	SOUTHLAND

CH $65.00 3432025

CORRESPONDENCE DATA

Fax Number: 4045235300

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: 4045235300
Email: rjk@phrd.com
Correspondent Name: Parker Hudson Rainer & Dobbs LLP PHRD
Address Line 1: 303 Peachtree Street NE, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	08/01/2016

Total Attachments: 9
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made on July 14, 2016, among **REGIONS BANK,** an Alabama banking corporation having an office at 1180 West Peachtree Street, Suite 1000, Atlanta, Georgia 30309 (together with its successors and assigns, "Lender"), **THE MERIT DISTRIBUTION GROUP, LLC**, an Illinois limited liability company (formerly known as MG Distribution, LLC) having its principal place of business at 1310 Union Street, Spartanburg, South Carolina 29302 ("OpCo"), and **SOUTHLAND FLOORING SUPPLIES, INC.**, an Indiana corporation (formerly known as Southland Flooring Supplies of Indianapolis, Inc.) having its principal place of business at 1010 Industrial Boulevard, Louisville, Kentucky 40219 ("SFS", together with OpCo, collectively, "Companies" and each, individually, a "Company").

Recitals:

Pursuant to that certain Loan and Security Agreement dated July 29, 2011 by and among OpCo, MG-FS Distribution, LLC, an Illinois limited liability company ("FS Co"), Dynamic Paint Products Inc., a Delaware corporation ("DPP US"), Merit Flooring, LLC, a Delaware limited liability company ("Flooring"), MG Distribution Holdings, LLC, a Delaware limited liability company ("Parent", together with OpCo, FS Co, DPP US and Flooring, collectively, "Existing Borrowers" and each, individually, an "Existing Borrower") and Lender (as amended, modified or supplemented from time to time prior to the date hereof, the "Existing Loan Agreement"), Lender agreed to make certain loans to Existing Borrowers, and to extend certain other financial accommodations to or for the benefit of Existing Borrowers.

In connection with the Existing Loan Agreement, to secure payment and performance of all of the Obligations (as defined in the Existing Loan Agreement), each Existing Borrower granted to Lender a security interest in and lien upon substantially all of such Existing Borrower's personal property.

As a condition to Lender's making loans or extending other financial accommodations under the Existing Loan Agreement, OpCo executed and delivered that certain Trademark Security Agreement dated July 29, 2011 (as at any time amended, modified or supplemented prior to the date hereof, the "Existing Trademark Security Agreement").

Existing Borrowers, SFS and Lender have entered into that certain Amended and Restated Loan and Security Agreement dated as of April 8, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), which Loan Agreement amends and restates the Existing Loan Agreement.

A condition to Lender's willingness to continue to make loans or extend other financial accommodations under the Loan Agreement is each Company's execution and delivery of this Agreement. To induce Lender to continue to make loans and otherwise extend credit pursuant to the Loan Agreement, each Company has agreed to enter into this Agreement to amend and restate the Existing Trademark Security Agreement and to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Lender as security for the timely payment and performance of the Secured Obligations (as hereinafter defined) and to ratify, renew and continue its prior grant of a security interest in and to such Trademark Collateral, in each case in order to ensure and secure the prompt payment and performance of the Secured Obligations, all on the terms set forth herein.

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Revolving Loan Commitments; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against such Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

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(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Such Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to such Company and the Collateral as set forth in the Loan Agreement.

6. Until Full Payment, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize

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upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment shall be paid over to Companies. If any deficiency shall arise, each Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid, jointly and severally, by Companies (it being the intent of each Company and Lender that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Companies **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Base Rate Loans.

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12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Each Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exits, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Companies shall promptly, **upon demand,** jointly and severally, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at such Company's expense, and each Company agrees, jointly and severally, to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

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18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender. Each Company hereby waives notice of Lender's acceptance hereof. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

20. To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

21. This Agreement amends and restates the Existing Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Security Agreement (collectively, the "Existing Trademark Security Documents") are hereby renewed and, to the extent provided herein and in the other Loan Documents, amended and restated in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Security Documents or any indebtedness, liabilities or obligations of any Company thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Security Documents, nor do they constitute a novation with respect thereto. All security interests, pledges, assignments, and other Liens previously granted by any Company pursuant to the Existing Trademark Security Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized representative on the day and year first above written.

COMPANIES:

THE MERIT DISTRIBUTION GROUP, 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

[Signatures continued on following page.]

Accepted in Atlanta, Georgia:

LENDER:

REGIONS BANK

By: _____

Name: Elizabeth L. Schoen

Title: Senior Vice President

EXHIBIT A

Trademarks

Owner	Mark	% Ownership	Jurisdiction(s) and Office Where Registered	Registration Number	Registration Date
The Merit Distribution Group, LLC	Merit Pro	100	U.S.	3432025	July 3, 2007
Southland Flooring Supplies, Inc.	Southland	100	U.S.	2,268,755	August 10, 1999

Trademark Applications

None.