

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Jet, LLC		10/21/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Shaw Industries Group, Inc.		
Street Address:	616 East Walnut Avenue		
Internal Address:	Mail Drop 061-28		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30722-2128		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3426430	PRECISIONJET	
Registration Number:	3568314	PRECISIONJET	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	John Bush/Bryan Cave LLP		
Address Line 1:	1201 W. Peachtree Street, NW, 14th Floor		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	0547867		
NAME OF SUBMITTER:	John C. Bush		
SIGNATURE:	/John C. Bush/		
DATE SIGNED:	11/11/2016		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “Patent and Trademark Security Agreement”) is made this 21st day of October, 2016, by **PRECISIONJET, LLC**, a Georgia limited liability company (“Grantor”), in favor of **SHAW INDUSTRIES GROUP, INC.**, a Georgia corporation (together with its successors and assigns, “Secured Party”).

W I T N E S S E T H:

WHEREAS, pursuant to a Term Loan Agreement, dated as of the date hereof (as the same may be amended, modified, supplemented, extended, restated or replaced from time to time, the “Loan Agreement”), between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make a certain secured term loan to Grantor upon the terms and subject to the conditions set forth therein.

WHEREAS, Secured Party is willing to make the Loan as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Pledge and Security Agreement dated as of date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, extended, restated or replaced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Patent and Trademark Security Agreement to Secured Party;

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or, as applicable, in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Secured Party, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all applications, reissues, divisionals, continuations, continuations-in-part, extensions, renewals and foreign counterparts of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any intellectual property license.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, a continuing first priority security interest in all of the Grantor’s right,

title and interest in, to and under the following, whether presently existing or hereafter created or acquired (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 II hereto;
- (b) all applications, registrations, renewals, divisionals, and foreign counterparts of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto. If Grantor shall obtain rights to any new Trademarks or any Trademarks are hereafter adopted or acquired, whether currently in use or not, including all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country or any reissue, division, or continuation, of any trademark, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Security Agreement by amending Schedules I or II to include any such new Patents or Trademarks of Grantor, respectively. Notwithstanding the foregoing, no failure to so modify this Patent and Trademark Security Agreement or amend Schedule I or II shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I or II.

6. GOVERNING LAW: This Patent and Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflict of laws principles thereof that would result in the application of the law of a different jurisdiction.

7. COUNTERPARTS. This Patent and Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent and Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom

such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission in PDF format shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me this 21st day of October, 2016.

PRECISIONJET, LLC, a Georgia limited liability company

NOTARY PUBLIC

Mary Mathena

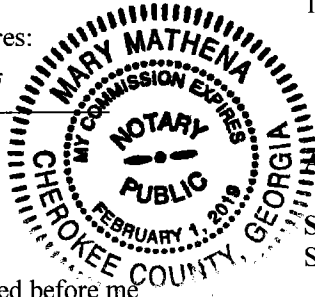
By: [Signature]

Name: John H. Bearden

Title: Vice President

My Commission Expires:

Feb 1 2019



ACCEPTED AND ACKNOWLEDGED BY:

SHAW INDUSTRIES GROUP, INC., as Secured Party

Sworn to and subscribed before me this ___ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

By: _____

Name:

Title:

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me this _____ day of _____, 2016.

PRECISIONJET, LLC, a Georgia limited liability company

NOTARY PUBLIC

By: _____

Name: John H. Bearden

Title: Vice President

My Commission Expires:

ACCEPTED AND ACKNOWLEDGED BY:

SHAW INDUSTRIES GROUP, INC., as Secured Party

Sworn to and subscribed before me this 21 day of October, 2016.

By: *Jim Kirkpatrick*

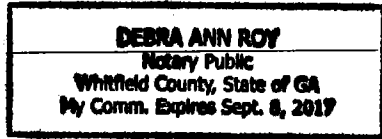
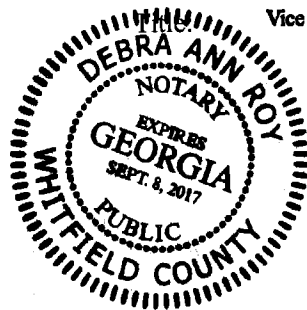
Name:

Jim Kirkpatrick
Vice President - Corporate Finance

NOTARY PUBLIC

Debra Ann Roy


My Commission Expires:



SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
PrecisionJet, LLC	US	PrecisionJet	Reg. No. 3426430	5/13/2008
PrecisionJet, LLC	US		Reg. No. 3568314	1/27/2009

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None