

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STANTON CARPET CORP.		11/21/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4678988	ANTRIM	
<b>Registration Number:</b>	4306461	ATELIER	
<b>Registration Number:</b>	2485867	RIVINGTON	
<b>Registration Number:</b>	2481873	ROSECORE	
<b>Registration Number:</b>	4737927	ROYAL DUTCH	
<b>Registration Number:</b>	2838968	ROYALTRON	
<b>Registration Number:</b>	4583420	RUG REVOLUTION!	
<b>Registration Number:</b>	4118836	STAINSAFE	
<b>Registration Number:</b>	2408113	STANTON CARPET CORPORATION	
<b>Registration Number:</b>	2408114	STANTON RUG COMPANY	
<b>Registration Number:</b>	4575209	THINK OUTSIDE THE SQUARE	
<b>Registration Number:</b>	3403415	WOOLESSENCE	
<b>Serial Number:</b>	86831989	TENLON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		

CH \$340.00 4678988

**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN  
**Address Line 1:** 525 WEST MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 387132-293

**NAME OF SUBMITTER:** HUMBERTO AQUINO

**SIGNATURE:** /HUMBERTO AQUINO/

**DATE SIGNED:** 11/21/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP, a Delaware limited partnership (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 21, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of November 21, 2016 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be granted in, any "intent to use" Trademark or Trademark applications for which a statement of use has not been filed (but only until such statement is filed)

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES  
FOLLOW]

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

Very truly yours,

STANTON CARPET CORP., as Grantor

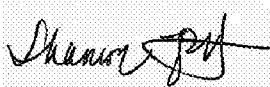
By: 

Name: Jonathan Cohen

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first written above:

**ANTARES CAPITAL LP,**  
as Agent

By:   
Name: Shannon Fritz  
Title: Duly Authorized Signatory


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations

REGISTERED U.S. TRADEMARKS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
ANTRIM	US	86320192 06/25/2014	4678988 01/27/2015	Stanton Carpet Corp.
ATELIER	US	85517694 01/17/2012	4306461 03/19/2013	Stanton Carpet Corp.
RIVINGTON	US	75732057 06/18/1999	2485867 09/04/2001	Stanton Carpet Corp.
ROSESCORE	US	75933484 03/01/2000	2481873 08/28/2001	Stanton Carpet Corp.
ROYAL DUTCH	US	86320142 06/25/2014	4737927 05/19/2015	Stanton Carpet Corp.
ROYALTRON	US	76265345 06/01/2001	2838968 05/04/2004	Stanton Carpet Corp.
RUG REVOLUTION!	US	86130460 11/27/2013	4583420 08/12/2014	Stanton Carpet Corp.
STAINSAFE	US	77476214 05/16/2008	4118836 03/27/2012	Stanton Carpet Corp.
STANTON CARPET CORPORATION and Design	US	75732056 06/18/1999	2408113 11/28/2000	Stanton Carpet Corp.





Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
STANTON RUG COMPANY and Design 	US	75732058 06/18/1999	2408114 11/28/2000	Stanton Carpet Corp.
TENLON	US	86831989 11/25/2015	—	Stanton Carpet Corp.
THINK OUTSIDE THE SQUARE	US	86130474 11/27/2013	4575209 07/29/2014	Stanton Carpet Corp.
WOOLESSENCE	US	78868655 04/25/2006	3403415 03/25/2008	Stanton Carpet Corp.

TRADEMARK

REEL: 005925 FRAME: 0661

RECORDED: 11/21/2016