

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.J. Welch Co., Inc.		02/03/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc.		
Street Address:	200 West Street		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3372370		
Registration Number:	3775121	TOOLS 4 FLOORING	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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>			
Phone:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	86111.11		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	02/06/2017		
Total Attachments: 7			
source=GS-Merit (Welch) IP Security Agreement (Executed)#page1.tif			
source=GS-Merit (Welch) IP Security Agreement (Executed)#page2.tif			

CH \$65.00 3372370

source=GS-Merit (Welch) IP Security Agreement (Executed)#page3.tif
source=GS-Merit (Welch) IP Security Agreement (Executed)#page4.tif
source=GS-Merit (Welch) IP Security Agreement (Executed)#page5.tif
source=GS-Merit (Welch) IP Security Agreement (Executed)#page6.tif
source=GS-Merit (Welch) IP Security Agreement (Executed)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of February 3, 2017, is made by E.J. WELCH CO., INC., a Missouri corporation (the “**Grantor**”) in favor of GOLDMAN SACHS BDC, INC. as agent (“**Agent**”) for Lenders (as defined in the Term Loan Agreement referred to below).

WHEREAS, The Grantor has entered into a Term Loan and Security Agreement dated as of April 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**”), with GOLDMAN SACHS BDC, INC., as Agent, and the Lenders party thereto. Terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, under the terms of the Term Loan Agreement, Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, 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 trademark under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations of Grantor now or hereafter existing under or in respect of the Term Loan Agreement and Other Documents. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by Grantor to any Secured Party under the Term Loan Agreement and Other Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Term Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Term Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

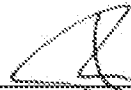
GRANTOR

E.J. WELCH CO., INC.

By 
Name: James Michael Welch
Title: President

AGENT:

GOLDMAN SACHS BDC, INC.

By: 
Name: Brenda McGovern
Title: Authorized Signatory



Schedule A

Patents

None.

Schedule B

Trademarks

Owner	Mark	% Ownership	Jurisdiction(s) and Office Where Registered	Registration Number	Registration Date
E.J. Welch Co., Inc.		100	U.S.	3,372,370	January 22, 2008
E.J. Welch Co., Inc.	<p>Tools 4 Flooring (and design)</p> 	100	U.S.	3,775,121	April 13, 2010

Schedule C

Copyrights

Owner	Copyright	% Ownership	Jurisdiction(s) and Office Where Registered	Registration Number	Registration Date
E.J. Welch Co., Inc.	Mascot	100	U.S.	VA0001414735	June 4, 2007
E.J. Welch Co., Inc.	TOOLS 4 FLOORING WITH MASCOT	100	U.S.	VAu000743574	June 5, 2007