

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winchester Carpet & Rug, LLC		03/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxer BCP Mezzanine Fund, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3219762	RUGS DIRECT	
Registration Number:	3219763	RUGS DIRECT	
Registration Number:	3010011	RUGS-DIRECT.COM	
Registration Number:	3094639	SILVER RIDGE WEAVERS	
Registration Number:	3027348	WE MAKE GOOD FLOORS GREAT.	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	6144621093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	04/10/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2017 this (“**Agreement**”), is made by WINCHESTER CARPET & RUG, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of OXER BCP MEZZANINE FUND, L.P., a Delaware limited partnership, in its capacity as agent for the Purchasers pursuant to the Note Purchase Agreement (in such capacity, the “**Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is a party to that certain Note Purchase and Security Agreement of even date herewith, by and among the Agent, the Purchasers party thereto, the Grantor and Rugs Direct Holdings, LLC, a Delaware limited liability company (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”);

WHEREAS, pursuant to the Note Purchase Agreement, the Grantor has granted to the Agent, for the benefit of the Purchasers, a security interest in, among other things, all right, title and interest of the Grantor in and to the Grantor’s Intellectual Property to secure the prompt and complete payment, performance and observance of the Obligations; and

WHEREAS, pursuant to the Note Purchase Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to purchase the Notes pursuant to the Note Purchase Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, each term defined in the Note Purchase Agreement and used herein has the meaning given to such term in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Purchasers, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

(a) all trademarks of the Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“**PTO**”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all extensions and renewals of the foregoing;

(c) all goodwill associated with such trademarks;

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, products and Proceeds of any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

SECTION 3. Note Purchase Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Purchasers pursuant to the Note Purchase Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control.

SECTION 4. Termination. Upon the Payment in Full of the Obligations, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Agreement.

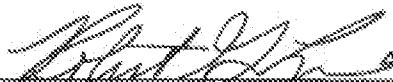
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Ohio, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, 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.

WINCHESTER CARPET & RUG, LLC

By: 
Name: Robert G. Levine
Title: President

Accepted and Agreed:

OXER BCP MEZZANINE FUND, L.P.
as Agent

By: Oxer BCP GP, LLC, its General Partner

By: _____
Name: Frank J. Capella
Title: Managing Member

IN WITNESS WHEREOF, 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.

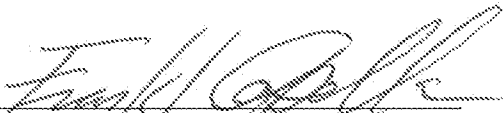
WINCHESTER CARPET & RUG, LLC

By: _____
Name: Robert G. Levine
Title: President

Accepted and Agreed:


OXER BCP MEZZANINE FUND, L.P.
as Agent

By: Oxer BCP GP, LLC, its General Partner

By: 
Name: Frank J. Capella
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	3219762 (PTO)	RUGS DIRECT
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	3219763 (PTO)	
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	3010011 (PTO)	RUGS-DIRECT.COM
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	3094639 (PTO)	SILVER RIDGE WEAVERS
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	3027348 (PTO)	We make good floors great.
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	050000347 (City of Winchester, VA)	rugsdirect.com (Assumed Name)
Winchester Carpet & Rug, LLC (f/k/a Winchester Carpet & Rug Co.)	Book 34, Page 2397 (Circuit Court Clerk of Henrico County, VA)	Rugs Direct

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None		