

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHANNON SPECIALTY FLOORS, INC.		04/12/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NORTHPORT TRS, LLC
<b>Street Address:</b>	712 FIFTH AVENUE
<b>Internal Address:</b>	42ND FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4604478	SHANNON SPECIALTY FLOORS
Registration Number:	4373583	TUF STUF PERFORMANCE FLOORING
Registration Number:	4418577	MOUNTAINSCAPES
Registration Number:	4299558	CLASSIC CUT
Registration Number:	4448662	FANCY FREE
Registration Number:	4351560	FANCY PANTS
Registration Number:	4918549	THINK AHEAD
Registration Number:	4344141	PLANK YOU.....VERY MUCH
Registration Number:	3890918	TIMBERSCAPES
Registration Number:	4143248	SPORTSCAPES
Registration Number:	4151399	WOODLAND PATH
Serial Number:	87245292	COASTALSCAPES HPD
Serial Number:	86891061	BLING
Serial Number:	86677512	BARENAKED
Serial Number:	86891014	FIREFLY
Serial Number:	86891034	FLORA
Serial Number:	86891024	GROOVY
Serial Number:	86891038	WALTZ

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86891070	MATCH STICKS
Serial Number:	86891055	SQUARE DANCE
Serial Number:	86891043	STICKS NO STONES
Serial Number:	87276581	DESIGNSCAPES HPD
Serial Number:	87276586	URBANSAPES HPD
Serial Number:	87328784	MOONSCAPES
Serial Number:	87328778	RAINSAPES
Serial Number:	87328767	FORESTSCAPES
Serial Number:	87355868	S

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193

*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:** 310-557-2900

**Email:** klathrop@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	33313.002
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	04/12/2017

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of NORTHPORT TRS, LLC, a Delaware limited liability company (“**Northport**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

## WITNESSETH:

WHEREAS, Teknoflor Holdings LLC, a Delaware limited liability company (“**Holdings**”), Teknoflor Supply LLC, a Delaware limited liability company (“**Parent**”), Teknoflor Supply LLC, a Delaware limited liability company (“**Parent**”), Teknoflor Acquisition Company LLC, a Delaware limited liability company (the “**Initial Borrower**”) and, following the consummation of the Closing Date Acquisition (as defined therein), Shannon Specialty Floors, LLC, a Delaware limited liability company (“**Shannon Floors**”), Shannon Sales Purchasing Co., LLC, a Delaware limited liability company (“**Shannon Sales**”), and Shannon Floors, as the borrower agent (“**Borrower Agent**”, and, together with Shannon Sales and Initial Borrower, individually and collectively, the “**Borrower**”), any Subsidiaries of Borrower that are Guarantors or become Guarantors pursuant to Section 7.10 of the Credit Agreement (as defined below) (such Persons, together with Parent, the “**Guarantors**”, and, together with Borrower, collectively, the “**Credit Parties**” and each a “**Credit Party**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Northport, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”, and together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), have entered into a Credit Agreement, dated as of April 12, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, all of the Grantors are party to that certain Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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 and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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 and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including 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 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 the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. 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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (".pdf") shall be valid and binding to the same extent as an original signature page.

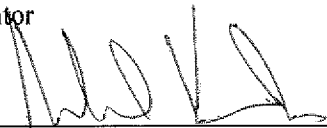
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF

LAW PROVISIONS. In addition, the provisions of Sections 8.7, 8.8, 8.11, and 8.12 of the Guaranty and Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

SHANNON SPECIALTY FLOORS, INC.,  
as Grantor

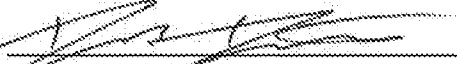
By:   
Name: Michael J. Kaminsky  
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006032 FRAME: 0629**

**ACCEPTED AND AGREED:**

NORTHPORT TRS, LLC, as Collateral Agent

By:   
Name: David DeSantis  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	US Serial No.	US Registration No.	Registrant
SHANNON SPECIALTY FLOORS	86/101,759	4,604,478	Shannon Specialty Floors, LLC
TUF STUF PERFORMANCE FLOORING	85/670,323	4,373,583	Shannon Specialty Floors, LLC
MOUNTAINSCAPES	85/876,158	4,418,577	Shannon Specialty Floors, LLC
CLASSIC CUT	85/670,397	4,299,558	Shannon Specialty Floors, LLC
FANCY FREE	85/686,495	4,448,662	Shannon Specialty Floors, LLC
FANCY PANTS	85/670,453	4,351,560	Shannon Specialty Floors, LLC
THINK AHEAD	86/008,905	4,918,549	Shannon Specialty Floors, LLC
PLANK YOU ..... VERY MUCH	85/670,409	4,344,141	Shannon Specialty Floors, LLC
TIMBERSCAPES	77/784,859	3,890,918	Shannon Specialty Floors, LLC
SPORTSCAPES	85/027,044	4,143,248	Shannon Specialty Floors, LLC
WOODLAND PATH	85/282,729	4,151,399	Shannon Specialty Floors, LLC

2. TRADEMARK APPLICATIONS

Mark	US Serial No.	US Registration No.	Registrant
COASTALSCAPES HPD	87/245,292	N/A	Shannon Specialty Floors, LLC
BLING	86/891,061	N/A	Shannon Specialty Floors, LLC
BARENAKED	86/677,512	N/A	Shannon Specialty Floors, LLC
FIREFLY	86/891,014	N/A	Shannon Specialty Floors, LLC
FLORA	86/891,034	N/A	Shannon Specialty Floors, LLC
GROOVY	86/891,024	N/A	Shannon Specialty Floors, LLC
WALTZ	86/891,038	N/A	Shannon Specialty Floors, LLC
MATCH STICKS	86/891,070	N/A	Shannon Specialty Floors, LLC
SQUARE DANCE	86/891,055	N/A	Shannon Specialty Floors, LLC
STICKS NO STONES	86/891,043	N/A	Shannon Specialty Floors, LLC
DESIGNSCAPES HPD	87/276,581	N/A	Shannon Specialty Floors, LLC
URBANSAPES HPD	87/276,586	N/A	Shannon Specialty Floors, LLC
MOONSCAPES	87328784	N/A	Shannon Specialty Floors, LLC
RAINSAPES	87328778	N/A	Shannon Specialty Floors, LLC
FORESTSCAPES	87328767	N/A	Shannon Specialty Floors, LLC
S	87355868	N/A	Shannon Specialty Floors, LLC



3. TRADEMARK LICENSES

None.