

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RITE RUG HOLDINGS, INC.		08/07/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 10908F		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4714848	RITERUG	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: VINCENT C. LOMBARDOZZI		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-985/1stAmdTSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	08/28/2017		
Total Attachments: 4			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of August __, 2017 (the "Effective Date"), by and between RITE RUG HOLDINGS, INC., an Ohio corporation ("Debtor"), and FIFTH THIRD BANK, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (in such capacities, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor has delivered in favor of Lender that certain Guaranty dated as of June 14, 2013 (as the same may be amended, modified, supplemented or restated from time to time, the "Guaranty"), pursuant to which Debtor guaranteed all of the Obligations of RITE RUG CO., an Ohio corporation ("Borrower") owing to Lender pursuant to that certain Amended and Restated Credit Agreement dated as of June 14, 2013, as previously amended (the "Existing Credit Agreement"), and as amended and restated by that certain Second Amended and Restated Credit Agreement dated as of June 14, 2017 (as the same may be further amended, modified, supplemented or restated from time to time, the "Amended and Restated Credit Agreement"). In connection with the Guaranty, Debtor and Lender entered into a Trademark Security Agreement dated as of June 14, 2013 (the "Trademark Security Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Amended and Restated Credit Agreement, as applicable.

B. In connection with the Amended and Restated Credit Agreement, Lender required that the parties hereto amend the Trademark Security Agreement to add an additional Trademark as part of the Trademark Collateral thereunder.

D. Now, in order to satisfy the foregoing condition, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. **Amendment to Trademark Security Agreement. Schedule I** to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as **Supplement to Schedule I**, to be attached at the end of the existing **Schedule I** to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration and application listed on the **Supplement to Schedule I** attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral (as defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Amended and Restated Credit Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark set forth on the **Supplement to Schedule I** attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Amended and Restated Credit Agreement). In addition to, and without limiting, the generality of the foregoing, Debtor hereby acknowledges and agrees that the Trademark Security Agreement and all of the Trademark Collateral (including, without limitation, the Trademark set forth on the **Supplement to Schedule I** attached hereto) secure all of the Guaranteed Obligations (as defined in the Guaranty).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

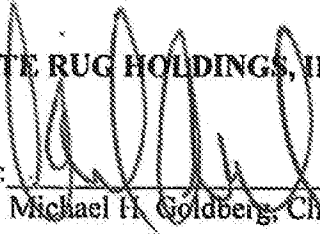
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).


[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

RITE RUG HOLDINGS, INC.

By: 
Michael H. Goldberg, Chief Executive Officer

FIFTH THIRD BANK

By: 
Patrick Lingrosso, Vice President

SUPPLEMENT TO SCHEDULE I

Additional Registered U.S. TRADEMARK

Registered Trademark

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
RITERUG	86203181	02/25/2014	4714848	04/07/2015