TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441794

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity type of the Conveying Parties and Receiving Party previously recorded on Reel 005657 Frame 0885. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Surface Warehouse, L.P.		10/28/2015	Limited Partnership: TEXAS
Sink Warehouse, LP		10/28/2015	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	98 San Jacinto Blvd., Suite 200
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4590163	BLUE STEEL
Registration Number:	4590162	CLARK
Registration Number:	4598639	FURST
Registration Number:	4602871	HAAS
Serial Number:	86659838	HAHN
Registration Number:	4590083	HAHN
Registration Number:	4823620	HAHN
Registration Number:	4590084	MEIER
Registration Number:	4602872	STAHL
Registration Number:	3614455	LIVINGSTONE
Serial Number:	86799923	VADARA

CH $290.00 4590163

CORRESPONDENCE DATA

Fax Number: 3146122323

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: 3146215070
Email: iptm@armstrongteasdale.com

Correspondent Name:	Armstrong Teasdale LLP
Address Line 1:	7700 Forsyth Boulevard, Suite 1800
Address Line 4:	Saint Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	35207-1
NAME OF SUBMITTER:	Courtney Jackson
SIGNATURE:	/Courtney Jackson/
DATE SIGNED:	09/01/2017

Total Attachments: 8

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM360332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Surface Warehouse, L.P.		10/28/2015	PARTNERSHIP: TEXAS
Sink Warehouse, LP		10/28/2015	PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	98 San Jacinto Blvd., Suite 200
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	US national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4590163	BLUE STEEL
Registration Number:	4590162	CLARK
Registration Number:	4598639	FURST
Registration Number:	4602871	HAAS
Serial Number:	86659838	HAHN
Registration Number:	4590083	HAHN
Registration Number:	4823620	HAHN
Registration Number:	4590084	MEIER
Registration Number:	4602872	STAHL
Registration Number:	3614455	LIVINGSTONE
Serial Number:	86799923	

CH $290.00 4590163

CORRESPONDENCE DATA

Fax Number: 5124805811

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: 512-480-5772
Email: khays@gdhm.com
Correspondent Name: Kay Hays
Address Line 1: 401 Congress Avenue, Suite 2200

Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	A17046.72
NAME OF SUBMITTER:	Kay Hays
SIGNATURE:	/s/ Kay Hays
DATE SIGNED:	10/28/2015

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "**Trademark Security Agreement**") is made this 28th day of October, 2015, among **Surface Warehouse, L.P.**, a Texas limited partnership ("**Surface**") and **Sink Warehouse, LP**, a Texas limited partnership ("**Sink**") (each Surface and Sink individually a "**Grantor**" and collectively, the "**Grantors**"), and **Texas Capital Bank, National Association**, a national banking association (the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 2015 (the "**Credit Agreement**") and the associated loan documents executed therewith (the "**Loan Documents**") by and among each Grantor as a borrower, and the Secured Party as a lender, the Secured Party has agreed to make certain financial accommodations available to the Grantors from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement and Loan Documents, Grantors have agreed to execute and deliver to the Secured Party, for its benefit, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to the Secured Party, for its benefit, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

(a) all of its Intellectual Property, including its trademarks (hereinafter, the "**Trademarks**") set forth herein on Schedule 1;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against a third parties for past, present, or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

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3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereunder. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payments of all amounts which constitute part of the Obligations and would be owed by Grantors, or individually or collectively, to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT AND LOAN DOCUMENTS. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party, for its benefit, pursuant to the Credit Agreement and other Loan Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party agrees that a signature delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

7. CONSTRUCTION. The Grantors and the Secured Party acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Trademark Security Agreement and the other Loan Documents with its legal counsel and that this Agreement and the other Loan Documents shall be construed as if jointly drafted by the Grantors and the Secured Party.

8. GOVERNING LAW; JURISDICTION; VENUE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; PROVIDED THAT THE

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SECURED PARTY SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW. THIS AGREEMENT HAS BEEN ENTERED INTO IN TRAVIS COUNTY, TEXAS, AND IS PERFORMABLE FOR ALL PURPOSES IN TRAVIS COUNTY, TEXAS. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTIONS OF THE SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN TRAVIS COUNTY, TEXAS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVES ANY CLAIM THAT IT MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREE THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AT THE ADDRESS FOR NOTICES REFERENCED BELOW.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

Surface Warehouse, L.P.,
a Texas limited partnership

By: Surface Enterprises, L.L.C.,
a Texas limited liability company
its General Partner

By: _____
Lee P. Wood, Manager

Sink Warehouse, LP,
a Texas limited partnership

By: WB Sink JV, LLC,
a Texas limited liability company
its General Partner

By: _____
Lee P. Wood, Manager

Address for Notices:

4601 Spicewood Springs - Building 1
Austin, TX 78659
Attention: Lee Wood
e-mail: leewood@surfacewarehouse.com

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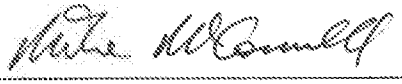
LENDER:

Texas Capital Bank, National Association

By: 

Name: Mike McConnell,
Title: Senior Vice President

Address for Notices:
98 San Jacinto Blvd., Suite 200
Austin, Texas 78701
Attention: Mike McConnell
e-mail: mike.mcconnell@texascapitalbank.com

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SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark	Owner	Federal Registration Number / U.S. Serial Number	Registration Date / Filing Date
BLUE STEEL	Sink Warehouse, LP	4,590,163	8/19/2014
CLARK	Sink Warehouse, LP	4,590,162	8/19/2014
FURST	Sink Warehouse, LP	4,598,639	9/2/2014
HAAS	Sink Warehouse, LP	4,602,871	9/9/2014
HAHN	Sink Warehouse, LP	86/659,838	Filed on 9/23/2015
HAHN	Sink Warehouse, LP	4,590,083	8/19/2014
HAHN	Sink Warehouse, LP	4,823,620	9/29/2015
MEIER	Sink Warehouse, LP	4,590,084	8/19/2014
STAHL	Sink Warehouse, LP	4,602,872	9/9/2014
LivingStone (LIVINGSTONE Stylized)	Surface Warehouse, L.P.	3,614,455	6/19/2014
VADARA	Surface Warehouse, L.P.	86/799,923	Filed on 10/26/2015

RECORDED: 09/28/2015

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