

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift-Train Company, LLC		10/19/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Centerfield Capital Partners III, L.P.		
Street Address:	3000 Market Tower 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	87059070	COCKTAIL	
Serial Number:	86939124	AMCERIC	
Serial Number:	87024242	PAVILION	
Serial Number:	86417047	ACADEMY	
Serial Number:	86517817	ARCOLA	
Serial Number:	86122484	BRIGHTON	
Serial Number:	86417054	CENTURION	
Serial Number:	78619728	COUNTRY CLASSICS	
Serial Number:	86653038	DEVAN	
Serial Number:	86625673	DUNBAR	
Serial Number:	86000723	EARTHWERKS	
Serial Number:	86128108	EARTHWERKS	
Serial Number:	86625580	EXPEDITION	
Serial Number:	77198797	FOREST HIGHLANDS CLASSICS	
Serial Number:	85399399	GRAND LUXE	
Serial Number:	85521535	HADLEIGH CLASSICS	
Serial Number:	86396602	HALDEN	
Serial Number:	86142492	HEARTHSTONE CLASSICS	
Serial Number:	86044124	INFINITY SHIELD	
TRADEMARK			

OP \$1090.00 87059070

Property Type	Number	Word Mark
Serial Number:	86315705	LA SERNA PLANK
Serial Number:	86396612	PARKHILL
Serial Number:	86625592	PORTIA
Serial Number:	86404412	REGALIA
Serial Number:	86625570	RUNWAY
Serial Number:	86396592	SHERBROOKE
Serial Number:	86517802	SINCLAIR
Serial Number:	86625551	STONEBRIDGE
Serial Number:	86315720	TRAVIATA PLANK
Serial Number:	86517812	TRENTON
Serial Number:	85837575	WE ARE LVT
Serial Number:	77917995	WOODMONT
Serial Number:	77917990	AMBERLEIGH
Serial Number:	87183314	DOMAIN
Serial Number:	87183297	N NATUR-OIL
Serial Number:	87165275	NATUR-OIL
Serial Number:	87512881	NOBLE CLASSIC
Serial Number:	86810840	PINNACLE
Serial Number:	86810832	PINNACLE FLOORING
Serial Number:	87183287	RUSTICA
Serial Number:	87537373	THE CORE COLLECTION
Serial Number:	87537381	THE DEVELOPMENT COLLECTION
Serial Number:	87000412	ALLSTON
Serial Number:	87183305	FRAMEWORK

CORRESPONDENCE DATA

Fax Number: 3175924726

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: 3172362378

Email: mario.alvarez@icemiller.com

Correspondent Name: Mario Alvarez

Address Line 1: One American Square

Address Line 2: Suite 2900

Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER: Mario Alvarez

SIGNATURE: /Mario Alvarez/

DATE SIGNED: 12/05/2017

Total Attachments: 7

source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page1.tif
source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page2.tif
source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page3.tif
source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page4.tif
source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page5.tif
source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page6.tif
source=Trademark Security Agreement (Subdebt) (Oct 19-17)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of October 19, 2017, and is by Swiff-Train Company, LLC, a Texas limited liability company ("Grantor"), in favor of Centerfield Capital Partners III, L.P. as agent for itself and the other Investors ("Agent").

RECITALS

A. Grantor has entered into a Senior Subordinated Notes Purchase Agreement dated as of December 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with Agent, CCP III-A, L.P. a Delaware limited partnership ("CCP III"), CCP III-SBIC, L.P., a Delaware limited partnership ("CCP SBIC"), and RGA Reinsurance Company, a Missouri corporation ("RGA" and together with Agent, CCP III and CCP SBIC, the "Investors"), pursuant to which Agent and the Investors have agreed to make certain loans to Grantor.

B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), Grantor has granted to Agent (for the benefit of all the Investors) a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Purchase Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Purchase Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to

in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

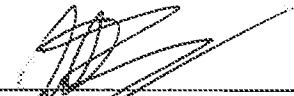
This security interest and lien is granted in conjunction with the security interests and liens granted to Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Purchase Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Indiana applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, RESTATED OR REPLACED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 22, 2014 AMONG SWIFF-TRAIN HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ST INTERNATIONAL, LLC A TEXAS LIMITED LIABILITY COMPANY AND SWIFF-TRAIN COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY (TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS), THE PRIVATE BANK AND TRUST COMPANY AS ADMINISTRATIVE AGENT FOR ITSELF AND THE OTHER SENIOR LENDERS AND ITS SUCCESSORS AND ASSIGNS, AND CENTERFIELD CAPITAL PARTNERS III, L.P., A DELAWARE LIMITED PARTNERSHIP, CCP III-A, L.P., A DELAWARE LIMITED PARTNERSHIP, CCP III-SBIC, L.P, A DELAWARE LIMITED PARTNERSHIP, RGA REINSURANCE COMPANY, A MISSOURI CORPORATION TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE "SENIOR INDEBTEDNESS" (AS DEFINED THEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Swift-Train Company, LLC,
a Texas limited liability company

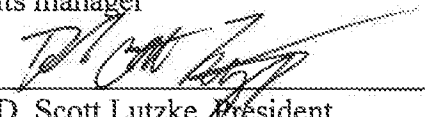
By: 
Print Name: Jonathan Train
Title: President & CEO

Acknowledged:

Centerfield Capital Partners III, L.P., as Agent

By: Centerfield Capital Partners III, LLC
its General Partner

By: Centerfield Management III, Inc.,
its manager

By: 
D. Scott Lutzke, President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Serial No.	Registration No.	Registration Date	Country
1. COCKTAIL	87/059,070	5078110	11/8/2016	UNITED STATES
2. COLORWERKS	907551009	907551009	11/8/2016	BRAZIL
3. AMCERIC	86/939,124	5,229,059	6/20/2017	UNITED STATES
4. PAVILION	87/024,242	5,178,165	4/4/2017	UNITED STATES
5. ACADEMY	86/417,047	4,856,698	11/17/2015	UNITED STATES
6. ARCOLA	86/517,817	4,833,741	10/13/2015	UNITED STATES
7. BRIGHTON	86/122,484	4,786,595	8/4/2015	UNITED STATES
8. CENTURION	86/417,054	4,998,975	7/12/2016	UNITED STATES
9. COLORWERKS	1475959	1477552	9/4/2014	MEXICO
10. COLORWERKS	1095534	1127955	9/29/2014	CHILE
11. COLORWERKS	14047962	502.866	9/30/2014	COLOMBIA
12. COLORWERKS	T1402783J	T1402783J	2/26/2014	SINGAPORE
13. COLORWERKS	2014052922	2014052922	4/22/2015	MALAYSIA
14. COLORWERKS (class 019)	2014/04555	2014/04555	2/21/2014	SOUTH AFRICA
15. COLORWERKS (class 027)	2014/04557	2014/04557	2/21/2014	SOUTH AFRICA
16. COUNTRY CLASSICS	78/619,728	3,087,475	5/2/2006	UNITED STATES
17. DEVAN	86/653,038	4,985,054	6/21/2016	UNITED STATES

Mark	Serial No.	Registration No.	Registration Date	Country
18. DUNBAR	86/625,673	5,056,411	10/4/2016	UNITED STATES
19. EARTHWERKS	86/000,723	4,856,057	11/17/2015	UNITED STATES
20. EARTHWERKS	T1314080C	T1314080C	5/19/2016	SINGAPORE
21. EARTHWERKS	2013059144	2013059144	8/30/2013	MALAYSIA
22. EARTHWERKS	13214.651	493.769	5/27/2014	COLOMBIA
23. EARTHWERKS	3.285.130	2690212	11/10/2014	ARGENTINA
24. EARTHWERKS	UIO-PI-SD-2013-46910	5565-14	7/14/2014	ECUADOR
25. EARTHWERKS (for glass tile)	86/128,108	4,846,631	11/3/2015	UNITED STATES
26. EARTHWERKS FLOORING INSPIRED BY NATURE (stylized)	002982056	002982056	10/1/2004	EUROPEAN UNION (CTM)
27. EXPEDITION	86/625,580	4,974,715	6/7/2016	UNITED STATES
28. FOREST HIGHLANDS CLASSICS	77/198,797	3,474,815	7/29/2008	UNITED STATES
29. GRAND LUXE	85/399,399	4,172,978	7/10/2012	UNITED STATES
30. HADLEIGH CLASSICS	85/521,535	4,231,481	10/23/2012	UNITED STATES
31. HALDEN	86/396,602	5,069,191	10/25/2016	UNITED STATES
32. HEARTHSTONE CLASSICS	86/142,492	4,683,634	2/10/2015	UNITED STATES
33. INFINITY SHIELD	86/044,124	4,848,821	11/10/2015	UNITED STATES
34. LA SERNA PLANK	86/315,705	4,823,294	9/29/2015	UNITED STATES

Mark	Serial No.	Registration No.	Registration Date	Country
35. PARKHILL	86/396,612	4,805,385	9/1/2015	UNITED STATES
36. PORTIA	86/625,592	4,984,961	6/21/2016	UNITED STATES
37. RAPID CLIC	012126298	012126298	1/28/2015	EUROPEAN UNION (CTM)
38. REGALIA	86/404,412	4,787,418	8/4/2015	UNITED STATES
39. RUNWAY	86/625,570	4,974,714	6/7/2016	UNITED STATES
40. SHERBROOKE	86/396,592	4,984,041	6/21/2016	UNITED STATES
41. SINCLAIR	86/517,802	4,833,739	10/13/2015	UNITED STATES
42. STONEBRIDGE	86/625,551	5,065,184	10/18/2016	UNITED STATES
43. TRAVIATA PLANK	86/315,720	4,823,295	9/29/2015	UNITED STATES
44. TRENTON	86/517,812	4,833,740	10/13/2015	UNITED STATES
45. WE ARE LVT	85/837,575	4,946,518	4/26/2016	UNITED STATES
46. WOODMONT	77/917,995	4,080,596	1/3/2012	UNITED STATES
47. EARTHWERKS	1,663,611	TMA959,593	1/9/2017	CANADA
48. AMBERLEIGH	77/917,990	4,032,243	9/27/2011	UNITED STATES

Pending Trademark Applications:

Mark	Serial No.	Status:	Country
1. ARCHER	1,773,793	Pending	CANADA
2. DOMAIN	87/183,314	Pending	UNITED STATES
3. EVELA	1,769,580	Pending	CANADA
4. HARROGATE	1,737,333	Allowed	CANADA
5. N NATUR-OIL Logo	87/183,297	Pending	UNITED STATES
6. NATUR-OIL	87/165,275	Pending	UNITED STATES

Mark	Serial No.	Status:	Country
7. NOBLE CLASSIC	87/512,881	Pending	UNITED STATES
8. PINNACLE	86/810,840	Allowed	UNITED STATES
9. PINNACLE FLOORING	86/810,832	Allowed	UNITED STATES
10. PROVENCE	1,735,071	Allowed	CANADA
11. RUSTICA	87/183,287	Pending	UNITED STATES
12. THE CORE COLLECTION	87/537,373	Pending	UNITED STATES
13. THE DEVELOPMENT COLLECTION	87/537,381	Pending	UNITED STATES
14. ALLSTON	87/000,412	Pending	UNITED STATES
15. FRAMEWORK	87/183,305	Pending	UNITED STATES

Trademark Licenses: NONE