

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBC CREDIT PARTNERS III, L.P.		02/07/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	RITE WAY SERVICE, LLC		
Street Address:	331 FIRST AVENUE NORTH		
City:	BIRMINGHAM		
State/Country:	ALABAMA		
Postal Code:	35204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2197705	CARPET RITE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	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		
ATTORNEY DOCKET NUMBER:	44937.014		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	03/15/2018		
Total Attachments: 3			
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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 7, 2018 (this "Release"), is made by **LBC CREDIT PARTNERS III, L.P.**, in its capacity as agent for the Lenders (the "Agent") under that certain Trademark Security Agreement, dated as of March 19, 2014 (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement") by **RITE WAY SERVICE, LLC**, a Delaware limited liability company (the "Grantor") in favor of the Agent. Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent a continuing security interest in all of Grantor's right, title and interest in, to and under its Trademarks, including those set forth on the attached Schedule A and the other IP Collateral (as defined therein); and

WHEREAS, pursuant to the Trademark Security Agreement the security interest granted to the Agent on the IP Collateral was recorded at the United States Patent and Trademark Office on March 28, 2014 at Reel 5246 and Frame 0071.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the IP Collateral, (b) release and relinquish its security interest in the IP Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Agent in the IP Collateral. The Agent hereby authorizes the Grantor, and any of its designees, to file this Release with the United States Patent and Trademark Office to effect the release and termination of the security interest in the IP Collateral contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Agent has caused this Release and Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

LBC CREDIT PARTNERS III, L.P.,
as Agent

by: LBC Credit Funding III, L.P., a Delaware limited partnership, its general partner

by: LBC Credit Funding III GP, LLC, a Delaware limited liability company, its general partner

By: 

Name:

David E. Fraimow

Title:

Vice President

SCHEDULE A

Trademark Collateral

Mark	Owner	Registration or Serial Number	Jurisdiction
CARPET RITE	Carpet Rite, LLC	2197705	United States