

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumber Liquidators, Inc.		03/29/2019	Corporation: DELAWARE
Lumber Liquidators Services, LLC		03/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88226798	AQUASEAL	
Serial Number:	88122909	AQUASEAL	
Registration Number:	5407617	BELLAGUARD	
Registration Number:	4589087	BELLAWOOD HUES	
Registration Number:	4580470	BELLAWOOD HUES	
Registration Number:	5391042	BUILDER'S PRIDE	
Serial Number:	88212010	DREAM HOME + AQUASEAL PLATINUM	
Registration Number:	5292927	FELSEN	
Registration Number:	5325553	LL	
Registration Number:	5325552	PROS TAKING CARE OF PROS	
Registration Number:	5200056	SUPREME BAMBOO	
Registration Number:	5342183	WHEN IT'S WATERPROOF, IT'S WORRY-PROOF	
Serial Number:	87574797	WORRYPROOF	
Serial Number:	87807636	WORRYPROOF	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 88226798

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	03/29/2019

Total Attachments: 6

source=Lumber Liquidators - Grant of Security Interest in Trademarks (March 2019)#page1.tif
source=Lumber Liquidators - Grant of Security Interest in Trademarks (March 2019)#page2.tif
source=Lumber Liquidators - Grant of Security Interest in Trademarks (March 2019)#page3.tif
source=Lumber Liquidators - Grant of Security Interest in Trademarks (March 2019)#page4.tif
source=Lumber Liquidators - Grant of Security Interest in Trademarks (March 2019)#page5.tif
source=Lumber Liquidators - Grant of Security Interest in Trademarks (March 2019)#page6.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

March 29, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LUMBER LIQUIDATORS, INC., a Delaware corporation and LUMBER LIQUIDATORS SERVICES, LLC, a Delaware limited liability company (individually, a “Grantor,” and collectively, the “Grantors”), hereby grant to BANK OF AMERICA, N.A., as Agent for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), having an office at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the “Grantee”), a continuing security interest in the following: (i) all of such Grantor’s right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications set forth on Schedule A attached hereto (the foregoing, collectively, the “Marks”), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Third Amended and Restated Security Agreement by, among others, the Grantors, the other Grantors (as defined therein) from time to time party thereto and the Grantee, dated as of August 17, 2016 (as amended, modified, supplemented or restated hereafter, the “Security Agreement”) and as confirmed in the Confirmation, Ratification and Amendment of Ancillary Loan Documents, by and among the Loan Parties party thereto and the Grantee, dated as of the date hereof.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[remainder of page intentionally blank]

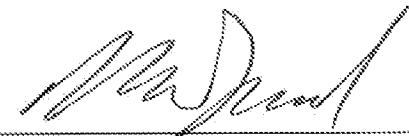
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

LUMBER LIQUIDATORS, INC., as a Grantor

By: 
Name: Martin D. Agard
Title: Chief Financial officer and Treasurer

LUMBER LIQUIDATORS SERVICES, LLC, as a Grantor

By: **LUMBER LIQUIDATORS, INC., its
Manager**

By: 
Name: Martin D. Agard
Title: Chief Financial Officer and
Treasurer

ACKNOWLEDGED AND ACCEPTED:

BANK OF AMERICA, N.A., as Grantee

By:  _____
Name: Matthew Potter
Title: Senior Vice President

SCHEDULE A

Trademarks

<u>Trademarks</u>	<u>Owner</u>	<u>Application/Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application/Registration No.</u>
AQUASEAL	Lumber Liquidators Services, LLC	12/12/2018	US	Pending	88/226,798
AQUASEAL	Lumber Liquidators Services, LLC	9/19/2018	US	Pending	88/122,909
BELLAGUARD	Lumber Liquidators Services, LLC	8/22/2017	US	Registered	5,407,617
BELLAWOOD HUES	Lumber Liquidators Services, LLC	8/17/2011	US	Registered	4,589,087
BELLAWOOD HUES & DESIGN	Lumber Liquidators Services, LLC	8/17/2011	US	Registered	4,580,470
BUILDER'S PRIDE	Lumber Liquidators Services, LLC	6/27/2017	US	Registered	5,391,042
DREAM HOME + AQUASEAL PLATINUM	Lumber Liquidators Services, LLC	11/30/2018	US	Published	88/212,010
FELSEN	Lumber Liquidators Services, LLC	12/14/2016	US	Registered	5,292,927
LL & DESIGN	Lumber Liquidators, Inc.	11/17/2016	US	Registered	5,325,553
MORE FLOOR LESS	Lumber Liquidators, Inc.	12/17/2014	Canada	Registered	TMA926020
PROS TAKING CARE OF PROS	Lumber Liquidators, Inc.	11/17/2016	US	Registered	5,325,552
SUPREME BAMBOO	Lumber	11/17/2016	US	Registered	5,200,056

Schedule A to Grant of Security Interest in United States Trademarks

DB1/ 103051108.3

**TRADEMARK
REEL: 006604 FRAME: 0375**

	Liquidators Services, LLC				
WHEN IT'S WATERPROOF, IT'S WORRY-PROOF	Lumber Liquidators Services, LLC	9/26/2016	US	Registered	5,342,183
WORRYPROOF	Lumber Liquidators Services, LLC	8/18/2017	US	Allowed	87/574,797
WORRYPROOF	Lumber Liquidators Services, LLC	2/22/2018	US	Allowed	87/807,636

Schedule A to Grant of Security Interest in United States Trademarks

DB1/ 103051108.3

RECORDED: 03/29/2019

**TRADEMARK
REEL: 006604 FRAME: 0376**