

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520572

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs BDC, Inc.		04/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE MERIT DISTRIBUTION GROUP, LLC		
<b>Street Address:</b>	1310 Union Street		
<b>City:</b>	Spartanburg		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29302		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>Name:</b>	MG DISTRIBUTION HOLDINGS, LLC		
<b>Street Address:</b>	c/o Centre Lane Partners, LLC		
<b>Internal Address:</b>	One Grand Central Place, 60 East 42nd St., Suite 12500		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10165		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	MG-FS DISTRIBUTION, LLC		
<b>Street Address:</b>	1500 Rahway Avenue		
<b>City:</b>	Avenel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07001		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>Name:</b>	DYNAMIC PAINT PRODUCTS INC.		
<b>Street Address:</b>	7040 Financial Drive		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L5N 7H5		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	SOUTHLAND FLOORING, LLC (FORMERLY KNOWN AS MERIT FLOORING, LLC)		
<b>Street Address:</b>	1310 Union Street		

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<b>City:</b>	Spartanburg
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29302
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	SOUTHLAND FLOORING SUPPLIES, INC.
<b>Street Address:</b>	1010 Industrial Boulevard
<b>City:</b>	Louisville
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40219
<b>Entity Type:</b>	Corporation: INDIANA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3432025	MERIT PRO
<b>Registration Number:</b>	2268755	SOUTHLAND

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 734-418-4212  
**Email:** trademark@honigman.com  
**Correspondent Name:** Angela Alvarez Sujek  
**Address Line 1:** Honigman LLP  
**Address Line 2:** 39400 Woodward Avenue, Suite 101  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304-5151

<b>ATTORNEY DOCKET NUMBER:</b>	263098-444041
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek
<b>SIGNATURE:</b>	/angela alvarez sujek/
<b>DATE SIGNED:</b>	04/24/2019

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

Date: April 2, 2019

WHEREAS, The Merit Distribution Group, LLC, an Illinois limited liability company, MG Distribution Holdings, LLC, a Delaware limited liability company, MG-FS Distribution, LLC, an Illinois limited liability company, Dynamic Paint Products Inc., a Delaware corporation, Southland Flooring, LLC (f/k/a Merit Flooring, LLC), a Delaware limited liability company, and Southland Flooring Supplies, Inc., an Indiana corporation (each, a “**Grantor** and collectively, the “**Grantors**”), granted a security interest in and lien upon all of such Grantor’s right, title and interest in, to and under any and all of the Trademarks (as defined in the IP Security Agreement (as defined below)) to Goldman Sachs BDC, Inc., as agent for the benefit of the Secured Parties under the Term Loan Agreement (as defined below) (in such capacity, the “**Agent**”) as set forth in the Intellectual Property Security Agreement, dated as of April 8, 2016, by and between the Grantors and the Agent (the “**IP Security Agreement**”), and that certain Term Loan and Security Agreement, dated as of April 8, 2016, by and among the Grantors, the other Borrowers and Guarantors (each as defined therein) from time to time party thereto, the lenders party thereto and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**” and, together with the IP Security Agreement, the “**Security Agreements**”);

WHEREAS, an executed copy of the IP Security Agreement was recorded in the Assignment Recordation Branch of the United States Patent and Trademark Office on April 11, 2016 at Reel 5768, Frame 0932;

WHEREAS, Grantors have requested that the Agent release and reassign its security interest in the Trademarks, including the registered trademarks and pending applications for trademarks more fully identified in Schedule I annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the “**Released Trademarks**”) and all related right, title and interest of each Grantor in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Agent hereby releases, relinquishes and discharges any and all liens and security interests in and to all of each Grantor’s right, title and interest in, to and under the Trademarks, including, without limitation, the Released Trademarks, and reassigns, regrants and reconveys to each Grantor any and all of Agent's right, title and interest in, to and under such Grantor’s respective Trademarks, including, without limitation, the Released Trademarks, in each case granted pursuant to the Security Agreements, without recourse or representation or warranty, express or implied, of any kind or nature whatsoever.

2. The Agent hereby agrees that any power of attorney or similar rights granted by any Grantor to the Agent pursuant to the Security Agreements or otherwise is terminated with respect to the Trademarks, including, without limitation, the Released Trademarks.

3. The Agent hereby (i) authorizes each Grantor or its respective authorized representatives to record this Release of Security Interest in Trademarks (this “**Release**”) with the U.S. Patent and

Trademark Office and (ii) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given.

4. The Agent hereby agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature page follows]

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

GOLDMAN SACHS BDC, INC.,  
as Agent

By:                     *David Yu*                      
Name: David Yu  
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006628 FRAME: 0069**

SCHEDULE I  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

**TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>% Ownership</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>	<b>Publication Date</b>
The Merit Distribution Group, LLC	Lancaster	100		Unregistered	
The Merit Distribution Group, LLC	Merit Trade Source	100		Unregistered	
The Merit Distribution Group, LLC	Merit Max	100		Unregistered	
The Merit Distribution Group, LLC	Merit Pro	100	U.S.	3432025	July 3, 2007
Southland Group Enterprises, Inc.	Southland	100	U.S.	2,268,755	August 10, 1999
MG-FS Distribution, LLC	Right-way Dealer Warehouse	100		Unregistered	
MG-FS Distribution, LLC	Five Star (with the five stars logo)	100		Unregistered	

Licensed Marks

<b>Grantor</b>	<b>Mark</b>	<b>Name and Address of Licensor</b>
Southland Flooring Supplies, Inc.	CyberSource Payment Solutions Agreement	CyberSource Corporation P.O. Box 8999 San Francisco, CA 94128-8999