

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIBC Bank USA	FORMERLY The PrivateBank and Trust Company	10/17/2022	State chartered bank: ILLINOIS

RECEIVING PARTY DATA

Name:	Swiff-Train Company, LLC
Street Address:	10850 Train Court
City:	Houston
State/Country:	TEXAS
Postal Code:	77041
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	6419456	RIVERSIDE
Registration Number:	6411236	RIVERSHORE
Registration Number:	6343431	FOOTAGE
Registration Number:	6343410	TRANSFORMATIONS IN TILE
Registration Number:	6317574	INTERIORS NORTH AMERICA
Registration Number:	6365744	INA
Registration Number:	6102912	TAVERN
Registration Number:	6102913	STADIUM
Registration Number:	5639492	CHASSIS
Registration Number:	5420009	CORE COLLECTION
Registration Number:	5414696	THE DEVELOPMENT COLLECTION
Registration Number:	5459846	RUSTICA
Registration Number:	5342188	N NATUR-OIL
Registration Number:	5387684	DOMAIN
Registration Number:	5342047	NATUR-OIL
Registration Number:	5455301	GROUND CONTROL
Registration Number:	5961831	GROUND CONTROL
Registration Number:	5078110	COCKTAIL

CH \$1365.00 6419456

Property Type	Number	Word Mark
Registration Number:	5178165	PAVILION
Registration Number:	5229059	AMCERIC
Registration Number:	5392304	PINNACLE
Registration Number:	4985054	DEVAN
Registration Number:	5065184	STONEBRIDGE
Registration Number:	4984961	PORTIA
Registration Number:	4974715	EXPEDITION
Registration Number:	4974714	RUNWAY
Registration Number:	5056411	DUNBAR
Registration Number:	4856698	ACADEMY
Registration Number:	4998975	CENTURION
Registration Number:	4984041	SHERBROOKE
Registration Number:	5069191	HALDEN
Registration Number:	4805385	PARKHILL
Registration Number:	4846631	EARTHWERKS
Registration Number:	4611303	UPTON
Registration Number:	4786595	BRIGHTON
Registration Number:	4611304	DERBY
Registration Number:	4848821	INFINITY SHIELD
Registration Number:	4856057	EARTHWERKS
Registration Number:	4946518	WE ARE LVT
Registration Number:	4172405	LINKWERKS FLOORING SOLUTIONS FROM EARTHW
Registration Number:	4165228	RAPID CLIC
Registration Number:	4009884	EARTH WERKS
Registration Number:	4012891	EARTHWERKS
Registration Number:	4006649	EARTHWERKS
Registration Number:	3935009	EARTH WERKS
Registration Number:	3966713	LINKWERKS
Registration Number:	3998464	TUFF SHIELD
Registration Number:	3716041	SPRAYWERKS
Registration Number:	3590053	G4L
Registration Number:	3585674	GREEN4LIFE
Registration Number:	3590054	REUSE RECLAIM RECYCLE G4L GREEN4LIFE
Registration Number:	3507558	EARTH WERKS FLOORING INSPIRED BY NATURE
Registration Number:	3769700	EARTHWERKS
Registration Number:	3087475	COUNTRY CLASSICS

CORRESPONDENCE DATA

**TRADEMARK
REEL: 007870 FRAME: 0675**

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: 6173459000
Email: amontgomery@hinckleyallen.com
Correspondent Name: Alexander P. Montgomery
Address Line 1: 28 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	066761-0188910
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NAME OF SUBMITTER:	Alexander P. Montgomery
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SIGNATURE:	/Alexander P. Montgomery/
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DATE SIGNED:	10/18/2022
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Total Attachments: 13

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TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of October 17, 2022, is made by CIBC Bank USA ("Lender") in favor of Swiff-Train Company, LLC ("Borrower").

WHEREAS, Lender and Borrower are parties to (i) that certain Loan and Security Agreement dated as of October 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), (ii) (a) that certain Trademark Security Agreement dated as of October 8, 2021, (b) that certain Trademark Security Agreement dated October 19, 2017, (c) that certain Trademark Security Agreement dated April 17, 2019, and (d) that certain Copyright Security Agreement dated April 17, 2019 (each as amended, restated, supplemented or otherwise modified from time to time, collectively the "IP Security Agreements"), which provide for, among other things, the grant by Borrower to Lender of a security interest with respect to certain items of intellectual property (collectively, the "Intellectual Property").

WHEREAS, in connection with the Borrower's entry into that certain Asset Purchase Agreement with ST Acquisition, LLC dated as of October 17, 2022 (the "APA"), Borrower has requested that Lender terminate and release its security interests in the Intellectual Property, effective as of the closing of the APA.

WHEREAS, Lender has agreed to terminate the IP Security Agreements and release its security interests in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Borrower and Lender, Lender hereby takes the following actions:

1. Effective as of the Closing Date (as defined in the APA), Lender hereby terminates the IP Security Agreements and terminates and releases all mortgages, liens, and security interests granted by Borrower to Lender in and to Borrower's right, title and interest in, to and under the Intellectual Property, including without limitation:

(a) any and all copyrights, whether registered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit B** attached hereto (collectively, the "Trademarks");

(c) Any and all claims for damages by way of infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(d) all licenses or other rights to use any of the Copyrights or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) all amendments, renewals and extensions of any of the Copyrights or Trademarks; and

(f) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Lender hereby authorizes and requests that the United States Copyright Office and United States Patent and Trademark Office note and record the releases hereby given and any other filings necessary to evidence the release and termination of Lender's rights under the above referenced Loan Agreement and IP Security Agreements with respect to the above referenced Intellectual Property.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Lender has caused this Termination of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

CIBC BANK USA

By: 

Name: Mike Stanton

Title: Managing Director

ACKNOWLEDGED:

Swift-Train Company, LLC

By: _____

Name: Robert Baker

Title: CFO and Treasurer

Termination of Security Interest in Intellectual Property

TRADEMARK
REEL: 007870 FRAME: 0679

IN WITNESS WHEREOF, Lender has caused this Termination of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

CIBC BANK USA

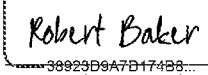
By: _____

Name: Mike Stanton

Title: Managing Director

ACKNOWLEDGED:

Swift-Train Company, LLC

By:  _____
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Name: Robert Baker

Title: CFO and Treasurer

EXHIBIT A


Copyrights

Title	Copyright Number
1351.	VAu000364427
1351/ by Swift-Train Company	VAu000757849
9584 / by Swift-Train Company.	VAu000757854
Earthwerks : pattern no. 4871.	VA0001352948
Earthwerks : pattern no. 4871/ by Swift-Train Company .	VA0001436392
No. 4754 / by Swift-Train Company .	VAu000757871
No. 9173.	VAu000364424
No. 9173 / by Swift-Train Company .	VAu000757850
No. 9584.	VAu000364429
No. 9590.	VAu000364428
No. 9590 / by Swift-Train Company .	VAu000757859
No. 9665.	VAu000364425
No. 9665 / by Swift-Train Company .	VAu000757858
No. 9811.	VAu000364426
No. 9811 / by Swift-Train Company .	VAu000757857
Winton tile : pattern no. 14961.	VAu000425029
Winton tile: pattern no. 14961 / by Swift-Train Company .	VAu000757856
Winton tile: pattern no. 14961. By Swift-Train Company .	VAu000455921
Winton tile: pattern no. 14691 / by Swift-Train Company	VAu000757855
Winton tile : pattern no. 14991A.	VAu000425028
Winton tile: pattern no. 14991A / by Swift-Train Company .	VAu000757861
Winton tile: pattern no. 14991A / by Swift-Train Company .	VAu000757862
Winton tile: pattern no. 14991A. By Swift-Train Company .	VAu000455918
Winton tile : pattern no. 1502.	VAu000393421
Winton tile: pattern no. 1502/ by Swift-Train Company .	VAu000757860
Winton tile : pattern no. 1672.	VAu000425030
Winton tile: pattern no. 1672/ by Swift-Train Company .	VAu000757863
Winton tile: pattern no. 1672/ by Swift-Train Company .	VAu000757870
Winton tile : pattern no. 1685.	VAu000425031

Title	Copyright Number
Winton tile: pattern no. 1685 / by Swift-Train Company .	VAu000757864
Winton tile: pattern no. 1685 / by Swift-Train Company .	VAu000757872
Winton tile: pattern no. 1685 / by Swift-Train Company .	VAu000455920
Winton tile pattern no. 4171.	VAu000292784
Winton tile pattern no. 4171 / by Swift-Train Company .	VAu000757873
[Winton tile pattern] : no. 4751.	VAu000393603
Winton tile : pattern no. 5152.	VAu000281199
Winton tile pattern no. 5152 / by Swift-Train Company .	VAu000757879
Winton tile : pattern no. 5381.	VAu000281198
Winton tile, pattern no. 5381 / by Swift-Train Company .	VAu000757931
Winton tile : pattern no. 9581.	VAu000364431
Winton tile: pattern no. 9581 / by Swift-Train Company	VAu000757877
Winton tile : pattern no. 9587.	VAu000364430
Winton tile: pattern no. 9587 / by Swift-Train Company .	VAu000757875
Winton tile : pattern no. 9601- 3.	VAu000390082
Winton tile: pattern no. 9601 / by Swift-Train Company .	VAu000757986
Winton tile : pattern no. 9604- 6.	VAu000390083
Winton tile: pattern no. 9604- 6 / by Swift-Train Company .	VAu000757851
Winton tile : pattern no. 9607- 8.	VAu000390084
Winton tile: pattern no. 9607- 8 / by Swift-Train Company	VAu000757852
Winton tile : pattern no. 9610.	VAu000390081
Winton tile: pattern no. 9610 / by Swift-Train Company .	VAu000757853
Winton tile pattern no. 2846 / by Winton Tile, employer for hire.	VAu000757847

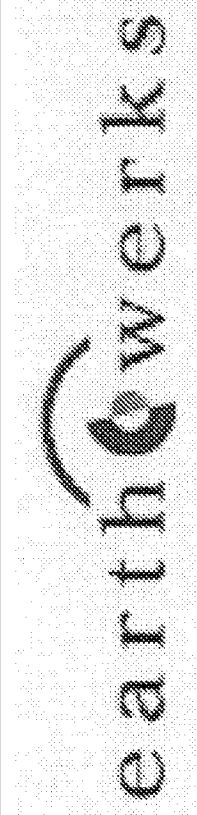
EXHIBIT B
Trademarks

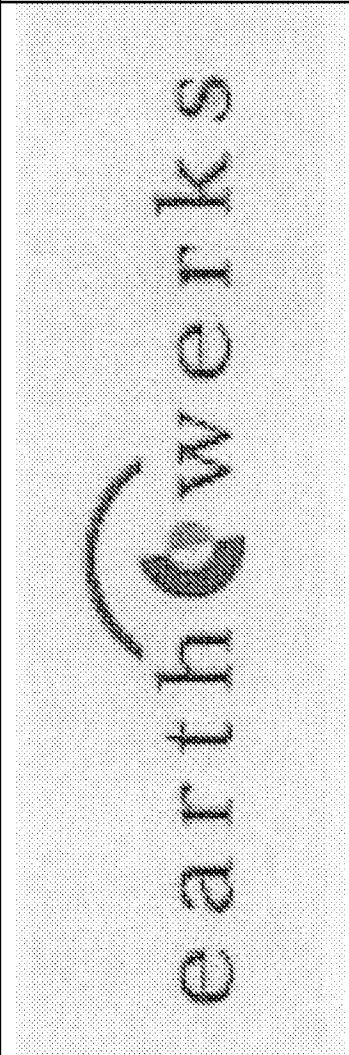
Mark	Application No.	Application Date	Registration No.	Registration Date
RIVERSIDE	90318091	11/13/2020	6419456	7/13/2021
RIVERSHORE	90318100	11/13/2020	6411236	7/6/2021
FOOTAGE	88929586	5/22/2020	6343431	5/4/2021
TRANSFORMATIONS IN TILE	88923382	5/19/2020	6343410	5/4/2021
INTERIORS NORTH AMERICA	88867138	4/10/2020	6317574	4/6/2021
INA	88867149	4/10/2020	6365744	5/25/2021
TAVERN	88190339	11/12/18	6102912	7/14/2020
STADIUM	88190343	11/12/18	6102913	7/14/2020
CHASSIS	87730430	12/21/17	5639492	12/25/18
CORE COLLECTION	87537373	7/21/17	5420009	3/6/18
THE DEVELOPMENT COLLECTION	87537381	7/21/17	5414696	2/7/18
RUSTICA	87183287	9/26/16	5459846	5/1/18



Mark	Application No.	Application Date	Registration No.	Registration Date
	87183297	9/26/16	5342188	11/21/17
DOMAIN	87183314	9/26/16	5387684	1/23/18
NATUR-OIL	87165275	9/8/16	5342047	11/21/17
GROUND CONTROL	87976986	7/29/16	5455301	4/24/18
GROUND CONTROL	87121353	7/29/16	5961831	1/14/2020
COCKTAIL	87059070	6/3/16	5078110	11/8/16
PAVILION	87024242	5/4/16	5178165	4/4/17
AMCERIC	86939124	3/14/16	5229059	6/20/17
PINNACLE	86810840	11/5/15	5392304	1/30/18
DEVAN	86653038	6/5/15	4985054	6/21/16

Mark	Application No.	Application Date	Registration No.	Registration Date
STONEBRIDGE	86625551	5/11/15	5065184	10/16/16
PORTIA	86625592	5/11/15	4984961	6/21/16
EXPEDITION	86625580	5/11/15	4974715	6/7/16
RUNWAY	86625570	5/11/15	4974714	6/7/16
DUNBAR	86625673	5/11/15	5056411	10/4/16
ACADEMY	86417047	10/7/14	4856698	11/17/15
CENTURION	86417054	10/7/14	4998975	7/12/16
SHERBROOKE	86396592	9/16/14	4984041	6/21/16
HALDEN	86396602	9/16/14	5069191	10/25/16
PARKHILL	86396612	9/16/14	4805385	9/1/15
EARTHWERKS	86128108	11/25/13	4846631	11/3/15
UPTON	86122474	11/19/13	4611303	9/23/14

Mark	Application No.	Application Date	Registration No.	Registration Date
BRIGHTON	86122484	11/19/13	4786595	8/4/15
DERBY	86122504	11/19/13	4611304	9/23/14
INFINITY SHIELD	86044124	8/21/13	4848821	11/10/15
EARTHWERKS	86000723	7/2/13	4856057	11/17/15
WE ARE LVT	85837575	1/31/13	4946518	4/26/16
	85188550	12/1/10	4172405	7/10/12
RAPID CLIC	85137613	9/24/10	4165228	6/26/12

Mark	Application No.	Application Date	Registration No.	Registration Date
 The logo for earthwerks features the word "earthwerks" in a lowercase, serif font. A stylized, curved line arches over the "h" and "w", resembling a globe or a wave.	77747500	5/29/09	4009884	8/9/11
EARTHWERKS	77744353	5/26/09	4012891	8/16/2021
EARTHWERKS	77743204	5/22/09	4006649	8/2/11

Mark	Application No.	Application Date	Registration No.	Registration Date
	77743213	5/22/09	3935009	3/22/11
LinkWerks	77588363	10/8/08	3966713	5/24/11
TUFF SHIELD	77401381	2/20/08	3998464	7/19/11
SPRAYWERKS	77400791	2/19/08	3716041	11/24/09
G4L	77393511	2/11/08	3590053	3/17/09
Green4Life	77393517	2/11/08	3585674	3/10/09

Mark	Application No.	Application Date	Registration No.	Registration Date
	77393525	2/11/08	3590054	3/17/09
	77326873	11/12/07	3507558	9/30/08
EARTHWERKS	77293635	10/2/07	3769700	4/6/10
COUNTRY CLASSICS	78619728	4/29/05	3087475	5/2/06
EARTHWERKS	1663611	-	TMA959593	1/9/2017