

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flooring Liquidators, Inc.		01/18/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Eclipse Business Capital LLC
Street Address:	333 W. Wacker Drive
Internal Address:	Suite 950
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	97629890	CASK COLLECTION
Registration Number:	6086024	F
Registration Number:	4256146	FL FLOORING LIQUIDATORS
Registration Number:	4145989	FL FLOORING LIQUIDATORS
Registration Number:	3992025	FL THE ORIGINAL FLOORING LIQUIDATORS
Registration Number:	6075312	FLOORABLE
Serial Number:	97006981	FLOORING LIQUIDATORS
Serial Number:	97006906	FLOORING LIQUIDATORS
Registration Number:	6863419	TOUGHLOCK
Serial Number:	97629881	TUFF TURF

CORRESPONDENCE DATA

Fax Number: 6172613175

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: 617-261-3100

Email: kathleen.burch@klgates.com

Correspondent Name: Kathleen M. Burch, K&L Gates LLP

Address Line 1: One Lincoln Street

Address Line 2: State Street Financial Center

CH \$265.00 97629890

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 2862148.00002

NAME OF SUBMITTER: Kathleen M. Burch

SIGNATURE: /Kathleen M. Burch/

DATE SIGNED: 01/19/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of January 18, 2023 and is by Flooring Liquidators, Inc., a California Corporation ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Parties party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past,

present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO 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 USPTO, 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, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[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.

Flooring Liquidators, Inc.

By: Stephen Kellogg
Name: Stephen J. Kellogg
Title: CEO



Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: 
Name: Kevin Trout
Title: Vice President

Schedule 1

Trademarks and Trademark Licenses

Client/Matter	Trademark Name	Country Name	Goods	Status	Application No.	Filing Date	Registration No.	Registration Date
101232-0020	CASK COLLECTION	United States of America	19 Int. First Use Date: 12/31/2018 First Use In Commerce: 12/31/2018 Engineered hardwood flooring	Pending	97/629,890	12-Oct-2022		
101232-0008		United States of America	35 Int. First Use Date: 02/01/2020 First Use In Commerce: 02/01/2020 On-line and retail store services featuring flooring material 37 Int. First Use Date: 02/01/2020 First Use In Commerce: 02/01/2020 Flooring installation services	Registered	87/411,935	14-Apr-2017	6086024	23-Jun-2020
101232-0004	FL FLOORING LIQUIDATORS	United States of America	35 Int. First Use Date: 06/02/2010 First Use In Commerce: 06/02/2010 Retail buildings supply store services featuring flooring; Retail store services featuring flooring; Wholesale and retail store services featuring flooring; Wholesale stores featuring flooring	Registered	85/424,242	16-Sep-2011	4256146	11-Dec-2012
101232-0005	FL FLOORING LIQUIDATORS	United States of America	37 Int. First Use Date: 06/02/2010 First Use In Commerce: 06/02/2010 Installation of flooring	Registered	85/424,244	16-Sep-2011	4145989	22-May-2012
101232-0016		United States of America	35 Int. First Use Date: 06/02/2010 First Use In Commerce: 06/02/2010 Retail store services featuring flooring material	Registered	85/020,530	22-Apr-2010	3992025	12-Jul-2011
101232-0009	FLOORABLE	United States of America	35 Int. First Use Date: 02/01/2020 First Use In Commerce: 02/01/2020 On-line and retail store services featuring flooring material 37 Int. First Use Date: 02/01/2020 First Use In Commerce: 02/01/2020 Flooring installation services	Registered	87/411,941	14-Apr-2017	6075312	09-Jun-2020

Client-Matter	Trademark Name	Country Name	Goods	Status	Application No.	Filing Date	Registration No.	Registration Date
101232-0015	FLOORING LIQUIDATORS	United States of America	35 Int. First Use Date: 12/31/1998 First Use In Commerce: 12/31/1998 Wholesale and retail store services featuring flooring; On-line wholesale and retail store services featuring flooring	Approved for Publication	97/006,981	01-Sep-2021		
101232-0017	FLOORING LIQUIDATORS	United States of America	37 Int. First Use Date: 06/02/2010 First Use In Commerce: 06/02/2010 Installation of flooring	Approved for Publication	97/006,906	01-Sep-2021		
101232-0014	TOUGHL LOCK	United States of America	19 Int. First Use Date: 06/30/2014 First Use In Commerce: 06/30/2014 Vinyl flooring	Registered	97/006,962	01-Sep-2021	6863419	04-Oct-2022
101232-0019	TUFF TURF	United States of America	27 Int. First Use Date: 12/31/2014 First Use In Commerce: 12/31/2014 Artificial turf	Pending	97/029,881	12-Oct-2022		

TRADEMARK

REEL: 007949 FRAME: 0157

RECORDED: 01/19/2023