

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marquis Affiliated Holdings LLC		07/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
Marquis Industries, Inc.		07/06/2015	CORPORATION: GEORGIA
A-O Industries, LLC		07/06/2015	LIMITED LIABILITY COMPANY: GEORGIA
Astro Carpet Mills, LLC		07/06/2015	LIMITED LIABILITY COMPANY: GEORGIA
Constellation Industries, LLC		07/06/2015	LIMITED LIABILITY COMPANY: GEORGIA
S F Commercial Properties, LLC		07/06/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3355711	NATURAL SHIELD	
Registration Number:	3355709	NATURAL SHIELD	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHRD		
Address Line 1:	285 Peachtree Center Avenue		

CH \$65.00 3355711

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 2689-124

NAME OF SUBMITTER: Douglas A. Nail

SIGNATURE: /DAN/

DATE SIGNED: 07/08/2015

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 6th day of July, 2015, by and among **BANK OF AMERICA, N.A.**, a national banking association, having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and **MARQUIS AFFILIATED HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), **MARQUIS INDUSTRIES, INC.**, a Georgia corporation ("Marquis"), **A-O INDUSTRIES, LLC**, a Georgia limited liability company ("A-O"), **ASTRO CARPET MILLS, LLC**, a Georgia limited liability company ("Astro"), **CONSTELLATION INDUSTRIES, LLC**, a Georgia limited liability company ("Constellation"), and **S F COMMERCIAL PROPERTIES, LLC**, a Georgia limited liability company ("SF Commercial"; together with Holdings, Marquis, A-O, Astro and Constellation, are sometimes collectively referred to herein as the "Companies" and individually as "Company"), each having a mailing address at 2743 Highway 76, Chatsworth, Georgia 30705.

Recitals:

The Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies and Lender.

Lender is willing to make loans and other financial accommodations to the Companies from time to time, pursuant to the terms of the Loan Agreement, provided that the Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Company in accordance with its terms;

(c) To such Company's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the corporate or limited liability company right to enter into this Agreement and perform its terms; and

(e) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except for Permitted Liens and licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of such Company;

(b) Such Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent (not to be unreasonably withheld, conditioned or delayed); and

(c) Except for Trademarks abandoned by such Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as and to the extent set forth in the Loan Agreement and subject to the terms and conditions thereof.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the Ordinary Course Business and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Until Full Payment of all of the Obligations, each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time after an Event of Default has occurred and while such Event of Default is continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, at any time after an Event of Default has occurred and while such Event of Default is continuing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to each Company, each of which such Company hereby expressly waives, collect directly any payments due such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of such Company, which right such Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable and documented costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable and documented fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with (a) the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, (b) the filing or recording of any documents concerning the Trademark Collateral (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, Liens concerning the Trademark Collateral or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by each

Company (it being the intent of the Companies and Lender that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Companies **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Base Rate Revolver Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Each Company shall (subject to such Company's reasonable discretion in the Ordinary Course of Business or, after the occurrence of an Event of Default or a Default and during the continuance thereof, promptly upon Lender's request) have the duty, through counsel reasonably acceptable to Lender, (a) to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, (b) to make federal application on registrable but unregistered Trademarks, (c) to file and prosecute opposition and cancellation proceedings and (d) to file and prosecute lawsuits to enforce the Trademarks. The Companies will do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time after the occurrence of an Event of Default and during the continuance thereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Companies shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and the Companies shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable and documented costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default has occurred and is continuing, then to the extent permitted by Applicable Law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at such Company's expense, and such Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by Applicable Law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

23. At such time as Full Payment of all of the Obligations shall have occurred, Lender shall execute and deliver to the Companies all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral.

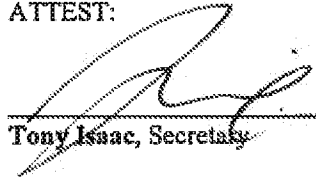
24. All notices, requests and demands to or upon the Companies or Lender shall be given in accordance with the Loan Agreement.

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

WITNESS the execution hereof under seal as of the date first above written.

COMPANIES:

ATTEST:



Tony Isaac, Secretary

[COMPANY SEAL]

ATTEST:

Edward Hine, Jr., Assistant Secretary

[CORPORATE SEAL]

ATTEST:

Edward Hine, Jr., Manager- Secretary

[CORPORATE SEAL]

ATTEST:

Edward Hine, Jr., Manager- Secretary


[CORPORATE SEAL]

ATTEST:

Edward Hine, Jr., Manager- Secretary

[CORPORATE SEAL]

MARQUIS AFFILIATED HOLDINGS LLC

By: 

Jon Isaac, President and Chief Executive Officer

MARQUIS INDUSTRIES, INC.

By: _____
Timothy A. Bailey, Chief Executive Officer

A-O INDUSTRIES, LLC

By: _____
Timothy A. Bailey, Manager

ASTRO CARPET MILLS, LLC

By: _____
Timothy A. Bailey, Manager

CONSTELLATION INDUSTRIES, LLC

By: _____
Timothy A. Bailey, Manager

[Signatures continue on the following pages]

WITNESS the execution hereof under seal as of the date first above written.

COMPANIES:

ATTEST:

MARQUIS AFFILIATED HOLDINGS LLC

Tony Isaac, Secretary

By: _____
Jon Isaac, President and Chief Executive Officer

[COMPANY SEAL]

ATTEST:

MARQUIS INDUSTRIES, INC.

Edward Hine, Jr., Assistant Secretary

By: _____
Timothy A. Bailey, Chief Executive Officer

[CORPORATE SEAL]

ATTEST:

A-O INDUSTRIES, LLC

Edward Hine, Jr., Manager- Secretary

By: _____
Timothy A. Bailey, Manager

[CORPORATE SEAL]

ATTEST:

ASTRO CARPET MILLS, LLC

Edward Hine, Jr., Manager- Secretary

By: _____
Timothy A. Bailey, Manager

[CORPORATE SEAL]

ATTEST:

CONSTELLATION INDUSTRIES, LLC

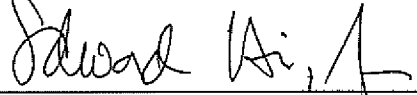
Edward Hine, Jr., Manager- Secretary

By: _____
Timothy A. Bailey, Manager

[CORPORATE SEAL]

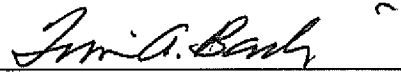
[Signatures continue on the following pages]

ATTEST:



Edward Hine, Jr., Manager- Secretary

S F COMMERCIAL PROPERTIES, LLC

By: 

Timothy A. Bailey, Manager

[CORPORATE SEAL]

[Signatures continue on the following page]

Accepted:


LENDER:

BANK OF AMERICA, N.A.

By: Sherry Lait
Sherry Lait, Senior Vice President

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
	United States of America	3355711	December 18, 2007
NATURAL SHIELD	United States of America	3355709	December 18, 2007

Trademark Applications

None.

EXHIBIT B

Certificate

The undersigned officer of **MARQUIS AFFILIATED HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), **MARQUIS INDUSTRIES, INC.**, a Georgia corporation ("Marquis"), **A-O INDUSTRIES, LLC**, a Georgia limited liability company ("A-O"), **ASTRO CARPET MILLS, LLC**, a Georgia limited liability company ("Astro"), **CONSTELLATION INDUSTRIES, LLC**, a Georgia limited liability company ("Constellation"), and **S F COMMERCIAL PROPERTIES, LLC**, a Georgia limited liability company ("SF Commercial"; together with Holdings, Marquis, A-O, Astro and Constellation, are sometimes collectively referred to herein as the "Companies" and individually as the "Company"), does hereby certify to **BANK OF AMERICA, N.A.**, a national banking association ("Lender"), that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated July 6, 2015, among the Companies and Lender (as amended from time to time to include any additional trademarks, trademark registrations, trade names and trademark applications acquired by any Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Certificate, this ____ day of _____, 20__.

MARQUIS AFFILIATED HOLDINGS LLC

By: _____
Name: _____
Title: _____

MARQUIS INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

A-O INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

[Signatures continue on the following page]

ASTRO CARPET MILLS, LLC

By: _____
Name: _____
Title: _____

CONSTELLATION INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

S F COMMERCIAL PROPERTIES, LLC

By: _____
Name: _____
Title: _____