

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Floors International, LLC		08/21/2015	LIMITED LIABILITY COMPANY: GEORGIA
US Floors, Inc.		08/21/2015	CORPORATION: 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 Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	86117865	AQUACORE
Serial Number:	86268493	CASTLE COMBE
Serial Number:	86267598	CASTLE COMBE FLOOR & WALL
Serial Number:	86268496	CASTLE COMBE GRANDE
Serial Number:	86267307	CASTLE COMBE ORIGINALS
Serial Number:	86267632	CASTLE COMBE WEST END
Serial Number:	86529668	CORBOO
Serial Number:	86528541	CORETEC
Serial Number:	86401552	CORETEC ONE
Serial Number:	86528538	CORETEC ORIGINAL
Serial Number:	85721887	CORETEC PLUS
Serial Number:	86523873	CORETEC PLUS HD
Serial Number:	86523870	CORETEC PLUS ULTRA
Serial Number:	86523867	CORETEC PLUS ULTRA HD
Serial Number:	86117866	CORETEC PLUS XL
Serial Number:	86528540	CORETEC THE ORIGINAL
Serial Number:	85721718	CORK CANVAS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86469825	CORK DECO
Serial Number:	86354950	CORKTEC
Serial Number:	86354945	CORKTEC PLUS
Serial Number:	85016058	ENDURA AR
Serial Number:	85016061	ENDURA AR+
Serial Number:	85016809	ENDURA AR+ NANO
Serial Number:	85016812	ENDURA OS
Serial Number:	85721716	ENHANCED REALISM TECHNOLOGY
Serial Number:	85721714	ERT
Serial Number:	86528533	FUSION HYBRID FLOORS
Serial Number:	77969135	GREEN FOREST FLOORS
Serial Number:	86524239	HI DEF FLOORING
Serial Number:	86524236	HIGH DEF FLOORING
Serial Number:	86524226	HIGH DEF FLOORING
Serial Number:	86524242	HIGH DEFINITION FLOORING
Serial Number:	85721908	HYDRACORE
Serial Number:	86528536	INNOVA
Serial Number:	86528537	INNOVA PLUS
Serial Number:	86528534	INNOVA PLUS XL
Serial Number:	85015863	MOS6
Serial Number:	86268909	MUSE · STRAND ENGINEERED LOCKING STRAND
Serial Number:	85015865	NATURAL-E
Serial Number:	86268897	RUSTIC ARTISANS
Serial Number:	86268903	RUSTIC ARTISANS
Serial Number:	86699359	SCAN IT FORWARD
Serial Number:	86000717	SMARTCORE
Serial Number:	86523866	SMARTCORE HD
Serial Number:	86523863	SMARTCORE ULTRA
Serial Number:	86523856	SMARTCORE ULTRA HD
Serial Number:	86355025	STRANDTEC
Serial Number:	86355021	STRANDTEC PLUS
Serial Number:	86529665	STRATUM
Serial Number:	86529664	STRATUM ELV
Serial Number:	86529663	STRATUM XL
Serial Number:	86524228	ULTRA HI DEF FLOORING
Serial Number:	86536112	ULTRA HIGH DEF FLOORING
Serial Number:	86524231	ULTRA HIGH DEFINITION FLOORING
Serial Number:	86528532	VISION HYBRID FLOORS

CORRESPONDENCE DATA**Fax Number:** 6785337772*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:** 404-681-5974**Email:** mlg@phrd.com**Correspondent Name:** Parker Hudson Rainer & Dobbs, LLP**Address Line 1:** 285 Peachtree Center Avenue, N.E.**Address Line 2:** 15th Floor - Mike Grove**Address Line 4:** Atlanta, GEORGIA 30303**ATTORNEY DOCKET NUMBER:** 2689.74**NAME OF SUBMITTER:** Douglas A. Nail**SIGNATURE:** /DAN/**DATE SIGNED:** 10/12/2015**Total Attachments: 8**

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SECOND AMENDMENT TO SECURITY AGREEMENT (MULTIPLE USE)

This SECOND AMENDMENT TO SECURITY AGREEMENT (MULTIPLE USE) (this "Amendment") is made and entered into this 21st day of August, 2015, by and between US FLOORS, INC., a Georgia corporation ("US Floors"), US FLOORS INTERNATIONAL, LLC, a Georgia limited liability company ("International", together with US Floors, collectively, "Companies" and each, individually, a "Company"), and BANK OF AMERICA, N.A., a national banking association (together with its successors and assigns, "Lender").

Recitals:

Reference is made to that certain Security Agreement (Multiple Use) between US Floors and Lender dated December 11, 2007 (as at any time amended, restated, supplemented or otherwise modified, the "Security Agreement"). The Security Agreement is the IP Security Agreement under (and as defined in) the Loan Agreement (as hereafter defined).

Companies and Lender have entered into, or intend to enter into, that certain Second Amended and Restated Loan and Security Agreement dated on or about the date hereof (the "Loan Agreement"). In connection with the execution of the Loan Agreement, US Floors has provided to Lender certain disclosures regarding its intellectual property that revealed additional patents and trademarks of US Floors not included in the Security Agreement.

To induce Lender to enter into the Loan Agreement, Borrowers have agreed to supplement Exhibit A of the Security Agreement to include the new patents and trademarks. Subject to the terms and on the conditions contained herein, Borrowers and Lender hereby agree to enter into this Amendment to supplement Exhibit A to the Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Loan Agreement.
2. **Amendment to Security Agreement.** The Security Agreement is hereby amended by adding the patent and trademarks contained on Schedule I to this Amendment (collectively, the "Intellectual Property Collateral") to Exhibit A of the Security Agreement.
3. **Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, US Floors hereby pledges, assigns, grants and re-grants to Lender a continuing security interest in and Lien upon the Intellectual Property Collateral.
4. **Reaffirmation by US Floors.** US Floors hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by US Floors in the Security Agreement. Additionally, US Floors hereby represents and warrants to Lender that Exhibit A to the Security Agreement contains a complete and accurate list of the patents and trademarks owned by US Floors as of the date hereof, and that all such patents and trademarks described in Exhibit A to the Security Agreement secure the Obligations. US Floors further represents and warrants to Lender that it has the full authority to enter into this Amendment and to grant the security interest and Lien provided for in the Security Agreement and herein.

5. Reference to Security Agreement. Upon the effectiveness of this Amendment, each reference in the Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Security Agreement, as amended by this Amendment.

6. References to Loan Agreement and Indebtedness. Upon the effectiveness of this Amendment, all references to "Loan Agreement" in the Security Agreement shall be deemed to mean that certain Second Amended and Restated Loan and Security Agreement dated on or about the date hereof among Companies and Lender (as at any time amended, restated, supplemented or otherwise modified, the "Second Amended and Restated Loan Agreement"), and all references to "Indebtedness" in the Security Agreement shall be deemed to include all "Obligations" under (and as defined in) the Second Amended and Restated Loan Agreement.

7. Effectiveness; Governing Law. This Amendment shall be effective upon acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. No Novation, etc. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Security Agreement as herein modified shall continue in full force and effect.

10. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

11. Further Assurances. Each Company agrees to take such further actions as Lender shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

12. Section Titles. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

12. Waiver of Jury Trial. To the fullest extent permitted by Applicable Law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers on the date first written above.

US FLOORS, INC.

By: 

Piet V. Dossche, President and CEO

US FLOORS INTERNATIONAL, LLC

By: 

Piet V. Dossche, President

[Signatures continue on following page.]

Accepted in Atlanta, Georgia:

LENDER:

BANK OF AMERICA, N.A.

By: 
Steve Higginbotham, Senior Vice President

SCHEDULE I

REGISTERED PATENTS, TRADEMARKS, COPYRIGHTS

I. Each Borrower's registered patents or pending patent applications:

Owner Name	Patent Title	Patent No. [Serial No.]	Issue Date [Filing Date]	Country	Status	Priority Claims
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[2013 335260]	[09/13/13]	Australia	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[BR 11 2015 0089453]	[04/20/15]	Brazil	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[2893206.0]	[09/13/13]	Canada	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[201500961]	[04/16/15]	Chile	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[201380055155.9]	[09/13/13]	China	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[Pub. No. WO2013US59636]	[05/18/15]	European Patent Office	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[238235.0]	[09/13/13] (National Phase Entry 4/12/15)	Israel	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012

Owner Name	Patent Title	Patent No. [Serial No.]	Issue Date [Filing Date]	Country	Status	Priority Claims
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[MX/a/2015/004 710]	[04/14/15]	Mexico	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[707285]	[09/13/13]	New Zealand	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[PCT/US2013/005 9636]	[09/13/13]	PCT	Expired after National Phase Entry	Ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks (Russian Title is: "An Engineered Waterproof Plank (Variants)")	[2015112353]	[04/6/15]	Russian Federation	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[2015/02453]	[04/13/15]	South Africa	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[0550/15]	[09/13/13] (National Phase Entry 4/21/15)	Switzerland	Pending	Nat'l ext of PCT/US2013/005 9636 filed 9/13/2013, an ext of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[13/657750]	[10/22/12]	United States	Pending	
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[14/542031]	[11/14/14]	United States	Pending	Cont. of US 13/657750 filed 10/22/2012
US Floors, Inc.	Engineered Waterproof Flooring and Wall Covering Planks	[14/816181]	[08/03/15]	United States	Pending	Cont. of US 13/657750 filed 10/22/2012

2. Each Borrower's registered trademarks and trademark applications:

Trademark	Owner	Status in Trademark Office	Federal Serial/ Registration No.	Filing Date
AQUACORE	US Floors, Inc.	Pending	86/117,865	11/13/2013
CASTLE COMBE	US Floors, Inc.	Registered	86/268,493 (Reg. No. 4,652,690)	5/1/2014 (Reg. Date 12/9/2014)
CASTLE COMBE FLOOR & WALL (Stylized and/or Design)	US Floors, Inc.	Registered	86/267,598 (Reg. No. 4,662,711)	4/30/2014 (Reg. Date 12/30/2014)
CASTLE COMBE GRANDE (Stylized and Design)	US Floors, Inc.	Registered	86/268,496 (Reg. No. 4,662,728)	5/1/2014 (Reg. Date 12/30/2014)
CASTLE COMBE ORIGINALS (Stylized)	US Floors, Inc.	Registered	86/267,307 (Reg. No. 4,662,705)	4/30/2014 (Reg. Date 12/30/2014)
CASTLE COMBE WEST END (Stylized)	US Floors, Inc.	Registered	86/267,632 (Reg. No. 4,652,637)	4/30/2014 (Reg. Date 12/9/2014)
CORBOO	US Floors, Inc.	Pending	86/529,668	2/10/2015
COREtec	US Floors, Inc.	Pending	86/528,541	2/9/2015
CORETEC ONE	US Floors, Inc.	Pending	86/401,552	9/22/2014
COREtec Original	US Floors, Inc.	Pending	86/528,538	2/9/2015
CORETEC PLUS	US Floors, Inc.	Registered	85/721,887 (Reg. No. 4,327,997)	9/6/2012 (Reg. Date 4/30/2013)
COREtec Plus HD	US Floors, Inc.	Pending	86/523,873	2/4/2015
COREtec Plus Ultra	US Floors, Inc.	Pending	86/523,870	2/4/2015
COREtec Plus Ultra HD	US Floors, Inc.	Pending	86/523,867	2/4/2015
COREtec Plus XL	US Floors, Inc.	Registered	86/117,866 (Reg. No. 4,603,225)	11/13/2013 (Reg. Date 9/9/2014)
COREtec The Original	US Floors, Inc.	Pending	86/528,540	2/9/2015
CORK CANVAS	US Floors, Inc.	Registered	85/721,718 (Reg. No. 4,452,309)	9/6/2012 (Reg. Date 12/17/2013)
CORK DECO	US Floors, Inc.	Pending	86/469,825	12/3/2014
CORKtec	US Floors, Inc.	Pending	86/354,950	8/1/2014
CORKtec Plus	US Floors, Inc.	Pending	86/354,945	8/1/2014
ENDURA AR	US Floors, Inc.	Registered	85/016,058 (Reg. No. 3,924,993)	4/16/2010 (Reg. Date 3/1/2011)
ENDURA AR+	US Floors, Inc.	Registered	85/016,061 (Reg. No. 3,896,767)	4/16/2010 (Reg. Date 12/28/2010)
ENDURA AR+ NANO	US Floors, Inc.	Registered	85/016,809 (Reg. No. 3,896,782)	4/19/2010 (Reg. Date 12/28/2010)
ENDURA OS	US Floors, Inc.	Registered	85/016,812 (Reg. No. 3,960,889)	4/19/2010 (Reg. Date 5/17/2011)
ENCHANCED REALISM TECHNOLOGY	US Floors, Inc.	Registered	85/721,716 (Reg. No. 4,373,693)	9/6/2012 (Reg. Date 7/23/2013)
ERT	US Floors, Inc.	Registered	85/721,714 (Reg. No. 4,377,697)	9/6/2012 (Reg. Date 7/30/2013)
Fusion Hybrid Floors	US Floors, Inc.	Pending	86/528,533	2/9/2015
GREEN FOREST FLOORS	US Floors, Inc.	Registered	77/969,135 (Reg. No. 4,418,861)	3/26/2010 (Reg. Date 10/15/2013)
HI DEF FLOORING	US Floors, Inc.	Pending	86/524,239	2/4/2015
HIGH DEF FLOORING	US Floors, Inc.	Pending	86/524,236	2/4/2015

Trademark	Owner	Status in Trademark Office	Federal Serial/ Registration No.	Filing Date
HIGH DEF FLOORING	US Floors, Inc.	Pending	86/524,226	2/4/2015
HIGH DEFINITION FLOORING	US Floors, Inc.	Pending	86/524,242	2/4/2015
HYDRACORE	US Floors, Inc.	Registered	85/721,908 (Reg. No. 4,327,999)	9/6/2012 (Reg. Date 4/30/2013)
Innova	US Floors, Inc.	Pending	86/528,536	2/9/2015
Innova Plus	US Floors, Inc.	Pending	86/528,537	2/9/2015
Innova Plus XL	US Floors, Inc.	Pending	86/528,534	2/9/2015
MOS6	US Floors, Inc.	Registered	85/015,863 (Reg. No. 3,870,656)	4/16/2010 (Reg. Date 11/2/2010)
MUSE. STRAND Engineered Locking Strand Bamboo	US Floors, Inc.	Registered	86/268,909 (Reg. No. 4,666,406)	5/1/2014 (Reg. Date 1/6/2015)
NATURAL-E	US Floors, Inc.	Registered	85/015,865 (Reg. No. 3,885,903)	4/16/2010 (Reg. Date 12/7/2010)
RUSTIC ARTISANS	US Floors, Inc.	Registered	86/268,897 (Reg. No. 4,652,721)	5/1/2014 (Reg. Date 12/9/2014)
RUSTIC ARTISANS (Stylized and Design)	US Floors, Inc.	Registered	86/268,903 (Reg. No. 4,691,198)	5/1/2014 (Reg. Date 2/24/2015)
SCAN-IT FORWARD	US Floors, Inc.	Pending	86/699,359	7/21/2015
SMARTCORE	US Floors, Inc.	Registered	86/000,717 (Reg. No. 4,516,504)	7/2/2013 (Reg. Date 4/15/2014)
SMARTCORE HD	US Floors, Inc.	Pending	86/523,866	2/4/2015
SMARTCORE ULTRA	US Floors, Inc.	Pending	86/523,863	2/4/2015
SMARTCORE ULTRA HD	US Floors, Inc.	Pending	86/523,856	2/4/2015
STRANDtec	US Floors, Inc.	Pending	86/355,025	8/1/2014
STRANDtec Plus	US Floors, Inc.	Pending	86/355,021	8/1/2014
STRATUM	US Floors, Inc.	Pending	86/529,665	2/10/2015
STRATUM ELV	US Floors, Inc.	Pending	86/529,664	2/10/2015
STRATUM XL	US Floors, Inc.	Pending	86/529,663	2/10/2015
ULTRA HI DEF FLOORING	US Floors, Inc.	Pending	86/524,228	2/4/2015
ULTRA HIGH DEF FLOORING	US Floors, Inc.	Pending	86/536,112	2/16/2015
ULTRA HIGH DEFINITION FLOORING	US Floors, Inc.	Pending	86/524,231	2/4/2015
Vision Hybrid Floors	US Floors, Inc.	Pending	86/528,532	2/9/2015