

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685759

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
L.A.T. BUYER, LLC		09/30/2021	Limited Liability Company: DELAWARE
IMPACT FLOORS OF TEXAS, LLC		09/30/2021	Limited Liability Company: TEXAS
LA TURNS HOLDINGS, LLC		09/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	8850 Boedeker Street, 4th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90142116	GOT YOU FLOORED .COM	
<b>Serial Number:</b>	90142219	GOT YOU FLOORED	
<b>Serial Number:</b>	90142229	DEPENDABLE. FLOORING EXPERIENCE. MADE EA	
<b>Serial Number:</b>	90142242	HAVE YOU BEEN FLOORED LATELY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	3134-2162		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		

CH \$115.00 90142116

<b>SIGNATURE:</b>	/Nancy Graham/
<b>DATE SIGNED:</b>	11/04/2021
<b>Total Attachments: 7</b> source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page1.tif source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page2.tif source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page3.tif source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page4.tif source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page5.tif source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page6.tif source=03. Intellectual Property Security Agreement (Impact Floors) - Executed#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is entered into as of September 30, 2021 by and among Comerica Bank, as administrative agent (in such capacity, the “Agent”), and L.A.T. BUYER, LLC, a Delaware limited liability company (“Parent”), and IMPACT FLOORS OF TEXAS, LLC, a Texas limited liability company (“Impact Floors”; and, together with Parent, the “Borrowers”, and individually, a “Borrower”), LA TURNS HOLDINGS, LLC, a Delaware limited liability company (together with Parent and Impact Floors, individually and collectively, “Grantor”).

### RECITALS

A. Agent and certain lenders (the “Lenders”) have agreed to continue to make certain advances of money and to extend certain financial accommodation to Borrowers (the “Loans”) in the amounts and manner set forth in that certain Revolving Credit and Term Loan Agreement by and among Borrowers, Lenders and Agent dated as of December 31, 2020, as amended by that certain First Amendment to Loan Documents dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement).

B. Concurrently with the entering into of the Credit Agreement, each Grantor granted liens in its assets to Agent, as collateral agent for the Lenders, pursuant to that certain Security Agreement dated as of December 31, 2020 (the “Security Agreement”).

C. Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents of such Grantor, if any, to secure the obligations of Borrowers under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, each Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between any Grantor and Agent, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising by and among Agent, Lenders and Borrowers, each Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation any Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof

(such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

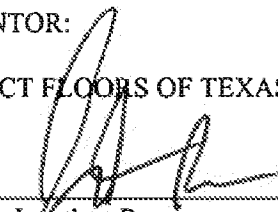
\_\_\_\_\_

Fax: \_\_\_\_\_

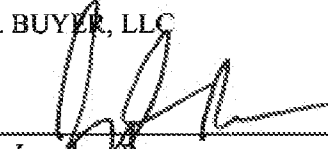
Attn: \_\_\_\_\_

GRANTOR:

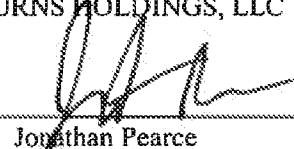
IMPACT FLOORS OF TEXAS, LLC

By:   
Jonathan Pearce  
Vice President

L.A.T. BUYER, LLC

By:   
Jonathan Pearce  
President

LA TURNS HOLDINGS, LLC


By:   
Jonathan Pearce  
President

Address of Bank:

Comerica Bank  
8850 Boedeker Street, 4<sup>th</sup> Floor  
Dallas, Texas 75225  
Phone: (214) 890-5130  
Attn: Julie M. Anderson

AGENT:

COMERICA BANK,  
as Agent

By:   
\_\_\_\_\_  
Christopher J. Thompson  
Vice President

**IP SCHEDULE**

**EXHIBIT A**

Copyrights

None.

**IP SCHEDULE**

**EXHIBIT B**

Patents


None.



**IP SCHEDULE**

**EXHIBIT C**

**Trademarks**

TRADEMARKS	APP. NO.	FILE DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION DUE	NEXT ACTION	CLASSES - GOODS & SERVICES
<b>GOT YOU FLOORED</b> <b>.COM</b> 	90/142,116	8/27/2020			Suspension	00/00/0000	Suspension	035 - Retail store services featuring floor coverings and flooring, namely, carpet, hardwood, LTV (luxury tile vinyl), tile and vinyl  037 - Tile installation services; Installing carpet; Installing floor tile; Installing wood flooring; Laying of carpet
<b>GOT YOU FLOORED</b>	90/142,219	08/27/2020			Suspension	00/00/0000	Suspension	035 - Retail store services featuring floor coverings and flooring, namely, carpet, hardwood, LTV (luxury tile vinyl), tile and vinyl  037 - Tile installation services; Installing carpet; Installing floor tile; Installing wood flooring; Laying of carpet
<b>DEPENDABLE.</b> <b>FLOORING</b> <b>EXPERIENCE. MADE</b> <b>EASY.</b>	90/142,229	08/27/2020			Notice of Allowance	9/30/2021	Statement of Use	035 - Retail store services featuring floor coverings and flooring, namely, carpet, hardwood, LTV (luxury tile vinyl), tile and vinyl  037 - Tile installation services; Installing carpet; Installing floor tile; Installing wood flooring; Laying of carpet
<b>HAVE YOU BEEN</b> <b>FLOORED LATELY</b>	90/142,242	08/27/2020			Notice of Allowance	9/30/2021	Statement of Use	035 - Retail store services featuring floor coverings and flooring, namely, carpet, hardwood, LTV (luxury tile vinyl), tile and vinyl  037 - Tile installation services; Installing carpet; Installing floor tile; Installing wood flooring; Laying of carpet