

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
21st Century Flooring, LLC		01/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	231 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3301575	LUNA	
Registration Number:	3301576	202-LUNA	
Registration Number:	3311520	LUNA FLOORING GALLERY	
Registration Number:	3311521	SUREQUOTE	
Registration Number:	3390977	LUNA	
Registration Number:	3394190		
Registration Number:	3809252	877-241-LUNA	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8847		
Phone:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	201 North Tryon Street		

OP \$190.00 3301575

Address Line 2: Attention: Emily Day, Esq.  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2039261-0119 / MW AMEX
NAME OF SUBMITTER:	Emily Day/McGuireWoods LLP
Signature:	/Emily Day/
Date:	02/02/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 31, 2012 (this "Trademark Security Agreement"), is made by 21st CENTURY FLOORING, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

### RECITALS:

A. The Grantor, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

*[Signature Pages Follow]*



Accepted and Agreed:

**BANK OF AMERICA, N.A.**, as Agent

By: 

Name: Charles Fairchild

Title: Assistant Vice President

TRADEMARK SECURITY AGREEMENT  
Signature Page

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**TRADEMARK**  
**REEL: 004709 FRAME: 0686**

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Registrations:**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
US	LUNA	3301575	October 2, 2007
US	202-LUNA	3301576	October 2, 2007
US	LUNA FLOORING GALLERY	3311520	October 2, 2007
US	SUREQUOTE	3311521	October 2, 2007
US	LUNA & DESIGN	3390977	March 4, 2008
US	SOUND MARK - THE MARK CONSISTS OF A VOICE SINGING "SEVEN SEVEN THREE, TWO OH TWO LUNA"	3394190	March 11, 2008
US	877-241-LUNA	3809252	June 29, 2010

**United States Trademark Applications:**

None.

Schedule I

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