

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift-Train Company, LLC		12/22/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Centerfield Capital Partners III, L.P., as Agent		
Street Address:	3030 Market Tower		
Internal Address:	10 West Market		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3590053	G4L	
Registration Number:	3585674	GREEN4LIFE	
Registration Number:	3590054	REUSE RECLAIM RECYCLE G4L GREEN4LIFE	
Registration Number:	3716041	SPRAYWERKS	
Registration Number:	3925897	SPRAYWERKS	
Registration Number:	3998464	TUFF SHIELD	
Registration Number:	3768306	EARTH WERKS	
Registration Number:	3732239	EARTH WERKS	
Registration Number:	3769700	EARTHWERKS	
Registration Number:	3507558	EARTH WERKS FLOORING INSPIRED BY NATURE	
Registration Number:	3966713	LINKWERKS	
Registration Number:	4006649	EARTHWERKS	
Registration Number:	3935009	EARTH WERKS	
Registration Number:	4012891	EARTHWERKS	
Registration Number:	4009884	EARTH WERKS	
Registration Number:	4165228	RAPID CLIC	
Registration Number:	4172405	LINKWERKS FLOORING SOLUTIONS FROM EARTHW	
Registration Number:	4262093	ACCU CLIC	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4611303	UPTON
Registration Number:	4611304	DERBY
Serial Number:	85837560	SOME OFFER LVT, WE ARE LVT
Serial Number:	85837575	WE ARE LVT
Serial Number:	85865975	DIAMOND PLUS
Serial Number:	86000723	EARTHWERKS
Serial Number:	86044124	INFINITY SHIELD
Serial Number:	86122484	BRIGHTON
Serial Number:	86122498	CAMBRIDGE
Serial Number:	86128108	EARTHWERKS
Serial Number:	86417054	CENTURION
Serial Number:	86417047	ACADEMY
Serial Number:	86404412	REGALIA
Serial Number:	86396612	PARKHILL
Serial Number:	86396602	HALDEN
Serial Number:	86396592	SHERBROOKE
Serial Number:	86388373	VAPORWERKS
Serial Number:	86376766	PLANKWERKS
Serial Number:	86367988	PATCHWERKS

CORRESPONDENCE DATA

Fax Number: 3146127874

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: 314-444-7600

Email: tbranson@lewisrice.com

Correspondent Name: Terri Branson

Address Line 1: 600 Washington Ave., Suite 2500

Address Line 2: Lewis, Rice & Fingersh, L.C.

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 109665.62744

NAME OF SUBMITTER: Terri Branson

SIGNATURE: /Terri Branson/

DATE SIGNED: 12/23/2014

Total Attachments: 8

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of December 22, 2014, and is by Swiff-Train Company, LLC, a Texas limited liability company ("Grantor"), in favor of Centerfield Capital Partners III, L.P. as agent for itself and the other Investors ("Agent").

RECITALS

A. Grantor has entered into a Senior Subordinated Notes Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with Agent, CCP III-A, L.P., a Delaware limited partnership ("CCP III"), CCP III-SBIC, L.P., a Delaware limited partnership ("CCP SBIC"), and RGA Reinsurance Company, a Missouri corporation ("RGA," and together with Agent, CCP III and CCP SBIC, the "Investors"), pursuant to which Agent and the Investors have agreed to make certain loans to Grantor.

B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), Grantor has granted to Agent (for the benefit of the Investors) a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Purchase Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Purchase Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Purchase Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Agent (for the benefit of the Investors), a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to

in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") 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 PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

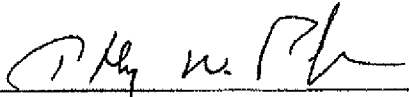
This security interest and lien is granted in conjunction with the security interests and liens granted to Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, 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 the internal laws of the State of Indiana applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, RESTATED OR REPLACED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF THE DATE HEREOF AMONG SWIFF-TRAIN HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ST INTERNATIONAL, LLC, A TEXAS LIMITED LIABILITY COMPANY AND SWIFF-TRAIN COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY (TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS), THE PRIVATEBANK AND TRUST COMPANY AS ADMINISTRATIVE AGENT FOR ITSELF AND THE OTHER SENIOR LENDERS AND ITS SUCCESSORS AND ASSIGNS, AND CENTERFIELD CAPITAL PARTNERS III, L.P., A DELAWARE LIMITED PARTNERSHIP, CCP III A, L.P., A DELAWARE LIMITED PARTNERSHIP, CCP III-SBIC, L.P., A DELAWARE LIMITED PARTNERSHIP, RGA REINSURANCE COMPANY, A MISSOURI CORPORATION TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE "SENIOR INDEBTEDNESS" (AS DEFINED THEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

[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.

Swift-Train Company, LLC,
a Texas limited liability company

By: 

Print Name: Timothy W. Fucham

Title: Secretary

Acknowledged:

Centerfield Capital Partners III, L.P., as Agent

By: Centerfield Capital Partners III, LLC,
its General Partner

By: Centerfield Management III, Inc.,
its manager

By: _____
D. Scott Lutzke, President

[Signature Page to Trademark Security Agreement (Subdebt)]

TRADEMARK
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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.

Swift-Train Company, LLC,
a Texas limited liability company

By: _____

Print Name: _____


Title: _____

Acknowledged:

Centerfield Capital Partners III, L.P., as Agent

By: Centerfield Capital Partners III, LLC,
its General Partner

By: Centerfield Management III, Inc.,
its manager

By: 
D. Scott Lutzke, President

[Signature Page to Trademark Security Agreement (Subdebt)]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Serial No.	Registration No.	Registration Date	Country
1. G4L	77,393,511	3,590,053	3/17/2009	United States
2. GREEN4LIFE	77,393,517	3,585,674	3/10/2009	United States
3. REUSE RECLAIM RECYCLE G4L GREEN4LIFE	77,393,525	3,590,054	3/17/2009	United States
4. SPRAYWERKS	77,400,791	3,716,041	11/24/2009	United States
5. SPRAYWERKS (LOGO)	77,401,174	3,925,897	3/1/2011	United States
6. TUFF SHIELD	77,401,381	3,998,464	7/19/2011	United States
7. EARTH WERKS (LOGO)	77,486,455	3,768,306	3/30/2010	United States
8. EARTHWERKS	77,486,394	3,732,239	12/29/2009	United States
9. EARTHWERKS	77,293,635	3,769,700	4/6/2010	United States
10. EARTH WERKS FLOORING INSPIRED BY NATURE	77,326,873	3,507,558	9/30/2008	United States
11. LINKWERKS	77,588,363	3,966,713	5/24/2011	United States
12. EARTH WERKS	77,743,204	4,006,649	8/2/2011	United States
13. EARTH WERKS (LOGO)	77,743,213	3,935,009	3/22/2011	United States
14. EARTHWERKS	77,744,353	4,012,891	8/16/2011	United States
15. EARTH WERKS (LOGO)	77,747,500	4,009,884	8/9/2011	United States
16. RAPID CLIC	85,137,613	4,165,228	6/26/2012	United States
17. LINKWERKS FLOORING SOLUTIONS FROM EARTHWERKS (LOGO)	85,188,550	4,172,405	7/10/2012	United States

18. ACCU CLIC	85,345,649	4,262,093	12/18/2012	United States
19. UPTON	86,122,474	4,611,303	9/23/2014	United States
20. DERBY	86,122,504	4,611,304	9/23/2014	United States
21. EARTHWERKS	1,256,347	1,256,347	8/7/2008	Australia
22. EARTHWERKS	829,946,829	829,946,829	4/12/2011	Brazil
23. EARTHWERKS	843.844	857,018	8/5/2009	Chile
24. EARTHWERKS	6,922,069	6,922,069	5/14/2010	China
25. EARTHWERKS	2013-7766	234579	4/8/2014	Costa Rica
26. LINKWERKS	011969227	011969227	12/4/2013	CTM (EU)
27. EASYWERKS	011969326	011969326	12/4/2013	CTM (EU)
28. TUFF SHIELD	008585531	008585531	3/29/2010	CTM (EU)
29. RAPID LOC	009650813	009650813	6/23/2011	CTM (EU)
30. COLORWERKS	012488045	012488045	6/3/2014	CTM (EU)
31. EARTHWERKS	2008726040	388873	9/9/2009	Federation of Russia
32. EARTHWERKS	JT2008-65035	5332511	6/25/2010	Japan
33. EARTHWERKS	954532	1102752	5/28/2009	Mexico
34. EARTHWERKS	794116	794116	8/8/2008	New Zealand
35. EARTHWERKS	200810134	248909	12/1/2008	Norway
36. EARTHWERKS	2008/18348	2008/18348	11/15/2010	South Africa
37. GRANDECO	2011/16524	2011/16524	5/27/2013	South Africa
38. EARTHWERKS & DEVICE	40-2008-46095	40-0812976	2/1/2010	South Korea
39. EARTHWERKS	2006-0051474	0719697	8/6/2007	South Korea
40. EARTHWERKS	59782/2008	579765	11/28/2008	Switzerland

Pending Trademark Applications:

Mark	Serial No.	Country
1. SOME OFFER LVT, WE ARE LVT	85,837,560	United States
2. WE ARE LVT	85,837,575	United States
3. DIAMOND PLUS	85,865,975	United States

4. EARTHWERKS	86,000,723	United States
5. INFINITY SHIELD	86,044,124	United States
6. BRIGHTON	86,122,484	United States
7. CAMBRIDGE	86,122,498	United States
8. EARTHWERKS	86,128,108	United States
9. CENTURION	86,417,054	United States
10. ACADEMY	86,417,047	United States
11. REGALIA	86,404,412	United States
12. PARKHILL	86,396,612	United States
13. HALDEN	86,396,602	United States
14. SHERBROOK	86,396,592	United States
15. VAPORWERKS	86,388,373	United States
16. PLANKWERKS	86,376,766	United States
17. PATCHWERKS	86,367,988	United States
18. EARTHWERKS	3,285,130	Argentina
19. COLORWERKS	907,551,009	Brazil
20. EARTHWERKS	1,663,611	Canada
21. COLORWERKS	1,095,534	Chile
22. EARTHWERKS	13 214651	Colombia
23. COLORWERKS	14 47.962	Colombia
24. EARTHWERKS	UIO-PI-SD-2013-46910	Ecuador
25. EARTHWERKS FLOORING INSPIRED BY NATURE (stylized)	002982056	CTM (EU)
26. RAPID CLIC	012126298	CTM (EU)
27. EARTHWERKS	D00 2013 041298	Indonesia
28. COLORWERKS	D00 2014 018924	Indonesia
29. EARTHWERKS	2013059144	Malaysia
30. COLORWERKS	2014052922	Malaysia
31. COLORWERKS	1475959	Mexico

32. EARTHWERKS	T1314080C	Singapore
33. COLORWERKS	T1402783J	Singapore
34. COLORWERKS	2014/04555	South Africa
35. COLORWERKS	2014/04557	South Africa

Trademark Licenses: NONE