

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empire Today, LLC		11/17/2016	Limited Liability Company:
21st Century Flooring, LLC		11/17/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Newstar Financial, Inc.		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3394190		
Registration Number:	3301576	202-LUNA	
Registration Number:	3925877	800-588-2300	
Registration Number:	3809252	877-241-LUNA	
Registration Number:	2516389	EMPIRE	
Registration Number:	3090137	EMPIRE CARPET	
Registration Number:	3559912	EMPIRE TODAY	
Registration Number:	3671527	EMPIRE TODAY EMPIRE TODAY	
Registration Number:	4769721	EMPIRE TODAY CARPET & FLOORING	
Registration Number:	1666975	EMPIRE TODAY, CARPET TOMORROW	
Registration Number:	3917495	EMPIRETODAY.COM	
Registration Number:	3301575	LUNA	
Registration Number:	3390977	LUNA	
Registration Number:	3311520	LUNA FLOORING GALLERY	
Registration Number:	5073574	PRECISION QUOTE	
Registration Number:	4581226	PUP	
Registration Number:	4581225	PUP	
Registration Number:	3311521	SUREQUOTE	

CH \$490.00 3394190

Property Type	Number	Word Mark
Registration Number:	3573306	VISIONS

CORRESPONDENCE DATA

Fax Number: 2127288111
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: 2127288000
Email: ipdept@willkie.com
Correspondent Name: Meghan Hungate c/o Willkie Farr & Gallag
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	122951.00010 MHH
NAME OF SUBMITTER:	Meghan M. Hungate
SIGNATURE:	/meghanmhungate/
DATE SIGNED:	11/18/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 17 day of November, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **NEWSTAR FINANCIAL, INC.**, in its capacity as administrative agent and collateral agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 17, 2016, by and among H.I.G. Empire Acquisition, LLC, a Delaware limited liability company (the “**Initial Borrower**”) (to be merged with and into Empire Today, LLC, a Delaware limited liability company (“**Empire**”), pursuant to the Post-Closing Merger, with Empire as the survivor of such Post-Closing Merger; the Initial Borrower or Empire, as applicable, in its capacity as the borrower under the Credit Agreement being referred to herein as “**Borrower**”), H.I.G. Empire Holdco, Inc., a Delaware corporation (“**Holdings**”), the other Guarantors party hereto from time to time, the Lenders party thereto from time to time and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of November 17, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent notice in writing of any additional trademarks registrations granted after the date hereof pursuant to Section 7(g)(v) of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND


JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

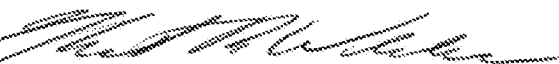
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EMPIRE TODAY, LLC

By: 
Name: Keith Weinberger
Title: Chief Executive Officer

21st CENTURY FLOORING, LLC

By: 
Name: Keith Weinberger
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

NEWSTAR FINANCIAL, INC.


By: Brian Forde
Name: _____
Title: Brian Forde
NewStar Financial Inc.
Managing Director

[Signature Page to Trademark Security Agreement]

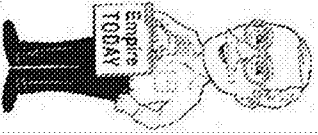
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REEL: 005925 FRAME: 0062

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

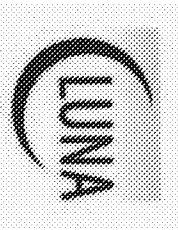
Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
Canada			Shop at home services in the fields of carpeting, flooring and window treatments; installation services in the fields of carpeting, flooring and window treatments	1468334	02/04/2010	TMA802440	07/19/2011	Renewal	07/19/2026	Empire Today, LLC
Canada	EMPIRE		Providing retail shop at home services for the supply and installation of floor coverings, namely carpets and broadloom, hardwood flooring, laminate flooring, ceramic tiles for floors and walls, vinyl tiles and vinyl floor coverings. (2) Providing retail shop at home online services for the supply and installation of floor coverings, namely carpets and broadloom, hardwood flooring, laminate flooring, ceramic tiles for floors and walls, vinyl tiles and vinyl floor coverings. (3) The supply and installation of window coverings	1402805	07/10/2008	TMA802452	07/19/2011	Renewal	07/19/2026	Empire Today, LLC
Canada	EMPIRE TODAY		Shop at home services in the fields of carpeting, flooring and window treatments; installation services in the fields of carpeting, flooring and window treatments	1468337	02/04/2010	TMA802548	07/20/2011	Renewal	07/20/2026	Empire Today, LLC
United States	(Sensory mark only)	35, 37	Telephone ordering services; retail store and on-line retail store services in the fields of carpeting, flooring and window treatments. / Installation services in the fields of carpeting, flooring and window treatments	77110646	02/19/2007	3394190	03/11/2008	Renewal	03/11/2018	21st Century Flooring, LLC
United States	202-LUNA	35, 37	Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring and window treatments. /	77110615	02/19/2007	3301576	10/02/2007	Renewal	10/02/2017	21st Century

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
			Installation services in the fields of carpeting, flooring and window treatments							Flooring, LLC
United States	800-588-2300	35, 37	Shop-at-home services in the fields of carpeting, flooring and window treatments / Installation services in the fields of carpeting, flooring and window treatments	77357379	12/20/2007	3925877	03/01/2011	Renewal	03/01/2021	Empire Today, LLC
United States	877-241-LUNA	35, 37	Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring and window treatments / Installation services in the fields of carpeting, flooring and window treatments	77732736	05/08/2009	3809252	06/29/2010	Renewal	06/29/2020	21st Century Flooring, LLC
United States	EMPIRE	35, 37	Telephone shop-at-home services in the field of carpeting/ Installation of carpets	75869960	12/13/1999	2516389	12/11/2001	Renewal	12/11/2021	Empire Today, LLC
United States	EMPIRE CARPET	35, 37	Shop-at-home, retail store and on-line retail store services in the fields of carpeting and flooring; / Installation services in the fields of carpeting and flooring.	78633857	05/20/2005	3090137	05/09/2006	Renewal	05/09/2026	Empire Today, LLC
United States	EMPIRE TODAY	35, 37	shop-at-home services in the fields of carpeting, flooring, window treatments / should be installation services in the fields of carpeting, flooring, window treatments	77357332	12/20/2007	3559912	01/13/2009	Renewal	01/13/2019	Empire Today, LLC
United States	EMPIRE TODAY & Design	35, 37	Shop-at-home services in the fields of carpeting, flooring, window treatments, and bath and shower liners. / Installation services in the fields of carpeting, flooring, window treatments, and bath and shower liners.	77357393	12/20/2007	3671527	08/25/2009	Renewal	08/25/2019	Empire Today, LLC
United States	EMPIRE TODAY CARPET & FLOORING and Design	35, 37	Retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in the fields of carpeting, flooring and window treatments	86199427	02/20/2014	4769721	07/07/2015	Declaration of Use and Incontestability	07/07/2021	Empire Today, LLC

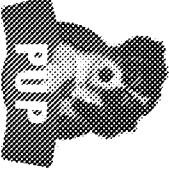


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TRADEMARK

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
United States	EMPIRE TODAY, CARPET TOMORROW	37, 42	Carpet installation services / Retail carpet store services	74127248	12/31/1990	1666975	12/03/1991	Renewal	12/03/2021	Empire Today, LLC
United States	EMPIRETODAY.COM	35, 37	Shop-at-home services in the fields of carpeting, flooring, window treatments, and bath and shower liners. / Installation services in the fields of carpeting, flooring, window treatments, and bath and shower liners.	77570648	09/16/2008	3917495	02/08/2011	Renewal	02/08/2021	Empire Today, LLC
United States	LUNA	35, 37	Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments	77110586	02/19/2007	3301575	10/02/2007	Renewal	10/02/2017	21st Century Flooring, LLC
United States	LUNA and Crescent Design	35, 37	Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments	77110589	02/19/2007	3390977	03/04/2008	Renewal	03/04/2018	21st Century Flooring, LLC
United States	 LUNA FLOORING GALLERY	35, 37	Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments	77110594	02/19/2007	3311520	10/16/2007	Renewal	10/16/2017	21st Century Flooring, LLC
United States	PRECISIONQUOTE	09, 35, 37	Computer software, namely a sales application tool for use in connection with retail services in the fields of carpeting, flooring, and window treatments / Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in the fields of carpeting, flooring, and window treatments	86029246	08/05/2013	5073574	11/01/2016	Declaration of Use and Incontestability	11/01/2022	Empire Today, LLC
United States	PUP	27, 35	Carpet, namely carpet that contains fibers or has been treated with chemicals designed to limit the absorbency and effects of exposure to pet urine and other liquids; carpet padding, namely carpet padding that contains an impermeable or semipermeable top layer designed to resist the absorbency of pet urine or other liquids. / Retail services	85913680	04/24/2013	4581226	08/05/2014	Declaration of Use and Incontestability	08/05/2020	Empire Today, LLC

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Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
			by direct solicitation of sales agents in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; online retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; mobile retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids							
United States	PUP and Design 	27, 35	Carpet, namely carpet that contains fibers or has been treated with chemicals designed to limit the absorbency and effects of exposure to pet urine and other liquids; carpet padding, namely carpet padding that contains an impermeable or semipermeable top layer designed to resist the absorbency of pet urine or other liquids / Retail services by direct solicitation of sales agents in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; online retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; mobile retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids	85913633	04/24/2013	4581225	08/05/2014	Declaration of Use and Incontestability	08/05/2020	Empire Today, LLC
United States	SUREQUOTE	35, 37	Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in the fields of carpeting, flooring, and window treatments	77110625	02/19/2007	3311521	10/16/2007	Renewal	10/16/2017	21st Century Flooring, LLC
United States	VISIONS	19	Laminate flooring	77184490	05/18/2007	3573306	02/10/2009	Renewal	02/10/2019	Empire Today, LLC

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Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
Wisconsin	EMPIRE CARPET	35, 37	Sale, distribution and installation of carpet, area rugs and floor coverings		08/21/2002	20131440349	08/21/2002	Renewal	08/21/2022	Empire Today, LLC
Wisconsin	LUNA FLOORING	35, 37	Sales, marketing & installation of carpet, hard surfaces, flooring products & window treatments		2/8/2012	20120001277	2/8/2012	Renewal	02/08/2022	21st Century Flooring, LLC
Wisconsin	LUNA SALES	35, 37	Direct sales, door-to-door, of carpet, hard surfaces, flooring products & window treatments		2/8/2012	20120001276	2/8/2012	Renewal	02/08/2022	21st Century Sales, LLC

TRADEMARK

Trademark Licenses:

1. Trademark License Agreement, dated June 2014, Empire Today, LLC and Christos Babalis (Empire Canada Trademark License Agreement).

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.