

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beaulieu Group, LLC		12/09/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	333 S. Hope Street, Suite 1300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4602584	A NEXT GENERATION OF FLOORING TILE	
Registration Number:	4796214	B.	
Registration Number:	4973475	B. BEAULIEU AMERICA	
Registration Number:	4856094	B. BEAULIEU HOME FASHIONS	
Registration Number:	4828277	BEAULIEU	
Registration Number:	4828276	BEAULIEU	
Registration Number:	4828275	BEAULIEU	
Registration Number:	4828274	BEAULIEU	
Registration Number:	4293216	BLISS BY BEAULIEU EVERCLEAN	
Registration Number:	4407144	BLISS BY BEAULIEU INDULGENCE	
Registration Number:	4142815	BLISS BY BEAULIEU NATURAL COMFORT	
Registration Number:	4689718	BLISS BY BEAULIEU PERFECTION	
Registration Number:	4261060	COLORAY	
Registration Number:	4565635	GOOD VIBRATIONS	
Registration Number:	4514730	IDESIGNCARPET.COM	
Registration Number:	4514722	IDESIGNCARPET.COM	
Registration Number:	4800412	MAXXBAC	
Registration Number:	4659936	QWELL	
Registration Number:	4927925	TIMELESS CHARM	
TRADEMARK			

CH \$690.00 4602584

Property Type	Number	Word Mark
Registration Number:	4472261	WRINKLE GUARD
Serial Number:	87122440	BOHO CHIC
Serial Number:	87122442	CLASSIK ELEGANCE
Serial Number:	87122441	COZY CASA
Serial Number:	86486352	EVERCLEAN
Serial Number:	87162781	GREEN SMART
Serial Number:	87122443	STUDIO URBANO
Serial Number:	87122438	YOUR HOMESTYLE

CORRESPONDENCE DATA

Fax Number: 4044205527
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: 4044205527
Email: rjk@phrd.com
Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHRD
Address Line 1: 303 Peachtree Street NE, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	12/09/2016

Total Attachments: 7
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December 9, 2016

Bank of America, N.A., as Agent
333 South Hope Street, Suite 1300
Los Angeles, California 90071
Attention: Matthew R. Van Steenhuyse, Senior Vice President

RE: Amendment to Amended and Restated Trademark Security Agreement –
Beaulieu Group, LLC

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Trademark Security Agreement, dated as of October 20, 2011, between **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined therein), and **BEAULIEU GROUP, LLC**, a Georgia limited liability company ("Borrower"), as recorded in the United States Patent and Trademark Office (the "USPTO") on October 20, 2011, at Reel No. 4645, Frame 0155 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to Section 6 of the Trademark Security Agreement, if, prior to the termination of the Trademark Security Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications having any material value, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals having any material value, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement having any material value, the provisions of Section 4 of the Trademark Security Agreement shall automatically apply thereto and, pursuant to Section 6 of the Trademark Security Agreement, Agent is authorized and empowered to modify the Trademark Security Agreement by amending Schedule A thereto to include any new trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B thereto to include any new trademark license agreements and service mark license agreements.

Borrower desires to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Schedule A-1 attached hereto as a supplement to Schedule A to the Trademark Security Agreement as provided below.

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:

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Borrower's expense.

To secure the complete and timely payment, performance and satisfaction of all of the Obligations and Borrower's obligations and liabilities under the Trademark Security Agreement, Borrower hereby grants and re-grants to Agent, for the benefit of Agent and the other Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, all of Borrower's now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A-1 attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks and service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Borrower's rights corresponding thereto throughout the world.

Borrower represents and warrants that, except for such Trademarks and Licenses as shall not be used or usable in Borrower's business or as shall not otherwise have any material value, (a) the Prior Trademarks and the Trademarks listed on Schedule A to the Trademark Security Agreement, including, without limitation, the Trademarks listed on Schedule A-1 attached hereto, collectively, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by Borrower, (b) the Prior Licenses and the Licenses listed on Schedule B to the Trademark Security Agreement, collectively, include all of the trademark license agreements and service mark license agreements pursuant to which Borrower is the licensee or licensor thereunder, and (c) no other Liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than Agent, except for such Liens, claims and security interests as have been disclosed in the Loan Agreement and schedules thereto.

Notwithstanding any prior, temporary mutual disregard of the terms of any contracts between the parties, Borrower hereby agrees that it shall be required strictly to comply with all of the terms of the Loan Documents, including, without limitation, the Trademark Security Agreement, on and after the date hereof.

Borrower agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by Borrower and acceptance by Agent (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. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement 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 signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

BORROWER:

BEAULIEU GROUP, LLC

By: 

Name:

Michael Pollard

Title:

President

[Signatures continue on following page]

Accepted and agreed to:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: *Carm Delgado*
Name: *Carm Delgado*
Title: *VP*

Schedule A-1

Trademarks

Trademark	Country	Serial / Application No.	Filing Date	Trademark No.	Issue Date
A Next Generation of Flooring Tile	United States	85950392	06/04/2013	4602584	09/09/2014
B.	United States	86236960	03/31/2014	4796214	08/18/2015
B. Beaulieu America and Design (black & white)	United States	85901246	04/11/2013	4973475	06/07/2016
B. Beaulieu Home Fashions	United States	86059078	09/09/2013	4856094	11/17/2015
Beaulieu	United States	86337738	07/15/2014	4828277	10/06/2015
Beaulieu	United States	86337732	07/15/2014	4828276	10/06/2015
Beaulieu	United States	86337724	07/15/2014	4828275	10/06/2015
Beaulieu	United States	86337705	07/15/2014	4828274	10/06/2015
Bliss by Beaulieu Everclean	United States	85479910	11/23/2011	4293216	02/19/2013
Bliss by Beaulieu Indulgence	United States	85890765	03/29/2013	4407144	09/24/2013
Bliss by Beaulieu Natural Comfort	United States	85479906	11/23/2011	4142815	05/15/2012
Bliss by Beaulieu Perfection	United States	86120455	11/15/2013	4689718	02/17/2015
COLORAY	United States	85610230	04/27/2012	4261060	12/18/2012
Good Vibrations	United States	86096723	10/21/2013	4565635	07/08/2014
IDesignCarpet.com	United States	86076606	09/27/2013	4514730	04/15/2014
iDesignCarpet.com	United States	86075413	09/26/2013	4514722	04/15/2014
Maxxbac	United States	86140847	12/11/2013	4800412	08/25/2015
Aqua Hospitality	New Zealand	813942	10/09/2009	813942	04/15/2010
B Stylized	India	1658133	02/26/2008	1658133	03/31/2010
B Stylized	India	1658135	02/26/2008	1658135	03/31/2010
B Stylized	India	1658136	02/26/2008	1658136	03/31/2010
Qwell	United States	85494834	12/14/2011	4659936	12/23/2014
Qwell	Australia	1487878	04/27/2012	1487878	02/11/2013
Qwell	Canada	1579418	05/28/2012	851973	05/29/2013
Qwell	Hong Kong	302239146	04/30/2012	302239146	04/30/2012
Qwell	Mexico	1278473	05/30/2012	1349591	02/21/2013
Qwell	New Zealand	957883	04/27/2012	957883	10/30/2012
Qwell	Singapore	T12064731	05/04/2012	T1206473i	04/09/2013
Qwell	Taiwan	101023529	04/30/2012	1557694	01/01/2013
Timeless Charm	United States	86096734	10/21/2013	4927925	03/29/2016

Trademark	Country	Serial / Application No.	Filing Date	Trademark No.	Issue Date
Wrinkle Guard	United States	85787920	11/27/2012	4472261	01/21/2014

Trademark Applications

Trademark	Country	Serial / Application No.	Filing Date
Boho Chic	United States	87122440	08/01/2016
Classik Elegance	United States	87122442	08/01/2016
Cozy Casa	United States	87122441	08/01/2016
Everclean	United States	86486352	12/19/2014
Green Smart	United States	87162781	09/07/2016
Studio Urbano	United States	87122443	08/01/2016
Your Homestyle	United States	87122438	08/01/2016
Bolyu	Canada	1521332	03/29/2011
Bolyu (phonetic spelling, all caps)	Canada	In process	
Cambridge	China	In process	
Qwell	China	10852992	05/02/2012
Qwell	Indonesia	D00 2012 037591	08/02/2012
Wrinkle Guard	Australia	1535226	01/10/2013
Wrinkle Guard	Canada	1608913	01/08/2013
Wrinkle Guard	Kuwait	136269	01/13/2013
Wrinkle Guard	Qatar		
Wrinkle Guard	Russian Federation	2013700939	01/16/2013
Wrinkle Guard	United Arab Emirates	192090	05/22/2013