

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Tile Shop, LLC		06/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	Fifth Third Center, 38 Fountain Square P		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4700425	BEAUTIFUL MADE EASY	
Registration Number:	3442292	FIRED EARTH CERAMICS DISTRIBUTED EXCLUSI	
Registration Number:	3661965	FIRED EARTH CERAMICS DURABLE HANDCRAFTED	
Registration Number:	4210776	FIRED EARTH CERAMICS DURABLE HANDCRAFTED	
Registration Number:	3108881	RUSH RIVER	
Registration Number:	3290690	RUSH RIVER	
Registration Number:	4602064	RR RUSH RIVER	
Registration Number:	2413607	RUSH RIVER STONE STUDIOS	
Registration Number:	4115984	RUSH RIVER RR STONE STUDIOS	
Registration Number:	4104164	RUSH RIVER RR STONE STUDIOS	
Registration Number:	4210755	RUSH RIVER RR STONE STUDIOS	
Registration Number:	4104163	RUSH RIVER RR STONE STUDIOS	
Registration Number:	3185667	SUPERIOR ADHESIVES & CHEMICALS	
Registration Number:	3583796	SUPERIOR TOOLS & SUPPLIES	
Registration Number:	2182275	THE TILE SHOP	
Registration Number:	1525697	THE TILE SHOP	
Registration Number:	3214715	THE TILE SHOP	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4700425

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Corporation Service Company

Address Line 1: 1180 Avenue of the Americas, Suite 210

Address Line 2: 1180 Avenue of the Americas, Suite 210

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Corporation Service Company
---------------------------	-----------------------------

SIGNATURE:	/Marina Kelly, Thomson Reuters/
-------------------	---------------------------------

DATE SIGNED:	06/03/2015
---------------------	------------

Total Attachments: 6

source=Scan_Andrea H Gniadek_15_13_02-06-2015#page1.tif

source=Scan_Andrea H Gniadek_15_13_02-06-2015#page2.tif

source=Scan_Andrea H Gniadek_15_13_02-06-2015#page3.tif

source=Scan_Andrea H Gniadek_15_13_02-06-2015#page4.tif

source=Scan_Andrea H Gniadek_15_13_02-06-2015#page5.tif

source=Scan_Andrea H Gniadek_15_13_02-06-2015#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Tile Shop, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Delaware LLC
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 2, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, as Agent

Street Address: Fifth Third Center, 38 Fountain Square P

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: 1180 Avenue of the Americas, Suite 210

Street Address: 1180 Avenue of the Americas, Suite 210

City: New York

State: New York Zip: 10036

Phone Number: 212-299-5600

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek, for Chapman and Cutler LLP

6/2/15

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of June, 2015, The Tile Shop, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 14000 Carlson Parkway, Plymouth, Minnesota 55441, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Parties (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE TILE SHOP, LLC

By 
Name: Kirk Geadelmann
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name: Nicholas J. Lachapelle
Title: Vice President

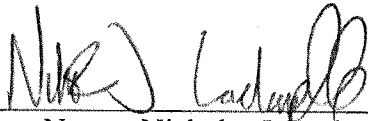
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE TILE SHOP, LLC

By _____
Name: Kirk Geadelmann
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By  _____
Name: Nicholas J. Lachapelle
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. No.	GRANTED
BEAUTIFUL MADE EASY	4700425	03/10/2015
FIRED EARTH CERAMICS DISTRIBUTED EXCLUSIVELY BY THE TILE SHOP	3442292	06/03/2008
FIRED EARTH CERAMICS DURABLE HANDCRAFTED QUALITY PORCELAIN BATHWARE	3661965	07/28/2009
FIRED EARTH CERAMICS DURABLE HANDCRAFTED QUALITY PORCELAIN BATHWARE	4210776	09/18/2012
RUSH RIVER	3108881	06/27/2006
RUSH RIVER	3290690	09/11/2007
RR RUSH RIVER	4602064	09/09/2014
RUSH RIVER STONE STUDIOS	2413607	12/19/2000
RUSH RIVER RR STONE STUDIOS	4115984	03/20/2012
RUSH RIVER RR STONE STUDIOS	4104164	02/28/2012
RUSH RIVER RR STONE STUDIOS	4210755	09/18/2012
RUSH RIVER RR STONE STUDIOS	4104163	02/28/2012
SUPERIOR ADHESIVES & CHEMICALS	3185667	12/19/2006
SUPERIOR TOOLS & SUPPLIES	3583796	03/03/2009
THE TILE SHOP	2182275	08/18/1998
THE TILE SHOP	1525697	02/21/1989
THE TILE SHOP	3214715	03/06/2007

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL No.	FILED
N/A		