

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401322

| | | | |
|---|--|-----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RBC Tile & Stone, LLC | | 10/07/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fidus Mezzanine Capital, L.P., as Collateral Agent | | |
| Street Address: | 1603 ORRINGTON AVENUE | | |
| Internal Address: | Suite 1005 | | |
| City: | Evanston | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60201 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3523001 | RBC CHILDCREST TILE & STONE | |
| Registration Number: | 3523000 | RBC TILE & STONE | |
| Registration Number: | 2539326 | RBC | |
| Registration Number: | 2625923 | BACK BAY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043393470 | | |
| <i>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.</i> | | | |
| Email: | ecampbell@robinsonbradshaw.com | | |
| Correspondent Name: | Elizabeth Campbell | | |
| Address Line 1: | 101 N. Tryon Street | | |
| Address Line 2: | Suite 1900 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| NAME OF SUBMITTER: | Elizabeth Campbell | | |
| SIGNATURE: | /Elizabeth Campbell/ | | |
| DATE SIGNED: | 10/07/2016 | | |
| Total Attachments: 6 | | | |
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 7, 2016 between the undersigned (the "Debtor") and Fidus Mezzanine Capital, L.P., as Collateral Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Second Amended and Restated Senior Subordinated Credit Agreement dated as of October 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Virginia Tile Company, LLC, Interstate Flooring, L.L.C. and RBC Tile & Stone, LLC (collectively, the "Borrowers"), Virginia Tile Holdings, LLC, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Amended and Restated Guaranty and Collateral Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Guaranty and Collateral Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Collateral Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, Debtor does hereby grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all Trademark Licenses (as defined in the Guaranty and Collateral Agreement), including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the

right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all of Debtor's Trademarks (as defined in the Guaranty and Collateral Agreement), including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all income, royalties, damages and other payments now and hereafter due and payable with respect to each of the items described in clauses (a), (b) and (c) (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof; and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor with respect to each of the items described in clauses (a), (b) and (c) against third parties for past, present, or future infringement, misappropriation, or dilution, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark License.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include any Excluded Collateral, including, without limitation, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Guaranty and Collateral Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Guaranty and Collateral Agreement as security for the discharge and performance of the Indebtedness. The Guaranty and Collateral Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, (c) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement or (d) upon the termination of the Credit Agreement or release of the security interests in accordance with the terms thereof.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that there is any conflict or inconsistency between this Agreement and the Guaranty and Collateral Agreement and the other Loan Documents, the Guaranty and Collateral Agreement and the other Loan Documents shall control and supersede this Agreement.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Receipt by telecopy or other electronic method of transmission of any executed signature page to this Agreement or any other Loan Document shall constitute effective delivery of such signature page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

RBC TILE & STONE, LLC

By: 

Name: Len Farrell

Title: Chief Financial Officer

Signature page to Trademark Security Agreement

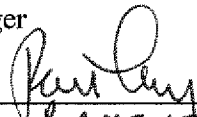
TRADEMARK
REEL: 005895 FRAME: 0314

SECURED PARTY:

FIDUS MEZZANINE CAPITAL, L.P., as
Collateral Agent

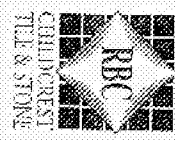
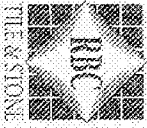
By: Fidus Investment GP, LLC, its General
Partner

By: Fidus Investment Advisors, LLC, its
Manager

By: 
Name: ROBERT WESLEY
Title: PARTNER

SCHEDULE 1.1

TRADEMARK COLLATERAL

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|--|-----------|-------------|-----------|-----------|
|  | 76/681940 | 9/17/07 | 3,523,001 | 10/28/08 |
|  | 76/681937 | 9/17/07 | 3,523,000 | 10/28/08 |
| RBC | 76/015929 | 4/3/00 | 2,539,326 | 2/19/02 |
| BACK BAY | 76/015928 | 4/3/00 | 2,625,923 | 9/24/02 |