

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tennessee Mat Company, Inc.		06/29/2006	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

Name:	Highpoint Capital Funding, LLC
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2773636	24/SEVEN
Registration Number:	1710171	COMFORT DECK
Registration Number:	2262569	DIAMOND-PLATE SPONGECOTE
Registration Number:	3030524	ERGODECK
Registration Number:	1708370	ERGO-STANCE
Registration Number:	2439898	FLEX-LINK
Registration Number:	2849994	FRONTERA
Registration Number:	2311819	GRITWORKS!
Registration Number:	2582194	HIGH PERFORMANCE MATTING FOR A HIGH PERFORMANCE WORLD
Registration Number:	1256220	LOCK SAFE
Registration Number:	2447357	NITRICELL
Registration Number:	2410668	PERIMETER
Registration Number:	2307255	POWER BUY!

OP \$765.00 2773636

Registration Number:	2307254	POWER BUY
Registration Number:	2326438	REJUVENATOR
Registration Number:	2440020	RESILION
Registration Number:	2557637	SPONGECOTE
Registration Number:	2361947	TENNESSEE MAT COMPANY
Registration Number:	2244527	TILE-TOP SPONGECOTE
Registration Number:	1459401	TIREX
Registration Number:	2391240	TMC TENNESSEE MAT COMPANY, INC.
Registration Number:	1498762	WEARWELL
Registration Number:	3079502	WEARWELL
Registration Number:	2635030	WEARWELL W
Registration Number:	2142563	WELDSAFE
Registration Number:	1253862	WORK SAFE
Registration Number:	2328494	WORKZONE
Serial Number:	78708404	GRADE "A"
Serial Number:	78817675	RE-ENERGIZER
Serial Number:	78438503	YOU'RE IN GOOD COMPANY

**CORRESPONDENCE DATA**

Fax Number: (615)313-3972  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 615-244-5200  
Email: francine.vanaelst@stites.com  
Correspondent Name: Julian L. Bibb  
Address Line 1: 424 Church Street  
Address Line 2: Suite 1800  
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	02000N/061083
NAME OF SUBMITTER:	Francine M VanAelst
Signature:	/Francine M VanAelst/
Date:	07/03/2006

Total Attachments: 6  
source=Highpoint TM Security Agreement#page1.tif  
source=Highpoint TM Security Agreement#page2.tif  
source=Highpoint TM Security Agreement#page3.tif  
source=Highpoint TM Security Agreement#page4.tif  
source=Highpoint TM Security Agreement#page5.tif



## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated June 29, 2006, by TENNESSEE MAT COMPANY, INC., a Tennessee corporation (the "Debtor"), in favor of HIGHPOINT CAPITAL FUNDING, LLC, a Delaware limited liability company (together with its successors and assigns, the "Lender") pursuant to the agreement titled Security Agreement and dated as of the date hereof (the "Security Agreement").

### W I T N E S S E T H:

WHEREAS, the Debtor is party to the Security Agreement in favor of the Lender pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Loan Agreement, the Debtor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. the Debtor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Debtor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Debtor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

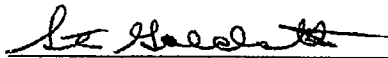
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Lender 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Indebtedness (other than unmatured indemnification obligations), upon written request of the Debtor, the Lender shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TENNESSEE MAT COMPANY, INC.

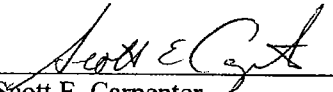
By:   
Name: Steven Goldsmith  
Title: Chief Operating Officer  
and Chief Financial Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK  
REEL: 003341 FRAME: 0197

Accepted and Agreed:

HIGHPOINT CAPITAL FUNDING, LLC

By:   
Name: Scott E. Carpenter  
Title: Managing Director

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003341 FRAME: 0198**

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**TRADEMARKS**

**U.S. TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
24/SEVEN	2,773,636	October 14, 2003
COMFORT DECK	1,710,171	November 15, 1991
DIAMOND-PLATE SPONGECOTE	2,262,569	July 20, 1999
ERGODECK	3,030,524	December 13, 2005
ERGO-STANCE	1,708,370	August 18, 1992
FLEX-LINK	2,439,898	April 3, 2001
FRONTERA	2,849,994	June 8, 2004
GRITWORKS!	2,311,819	January 25, 2000
HIGH PERFORMANCE MATTING FOR A HIGH PERFORMANCE WORLD	2,582,194	June 18, 2002
LOCK SAFE	1,256,220	November 1, 1983
NITRICELL	2,447,357	May 1, 2001
PERIMETER	2,410,668	December 5, 2000
POWER BUY! (& design)	2,307,255	January 11, 2000
POWER BUY	2,307,254	January 11, 2000
REJUVENATOR	2,326,438	March 7, 2000
RESILION	2,440,020	April 3, 2001

SPONGECOTE	2,557,637	April 9, 2002
TENNESSEE MAT COMPANY	2,361,947	June 27, 2000
TILE-TOP SPONGECOTE	2,244,527	May 11, 1999
TIREX (& design)	1,459,401	September 29, 1987
TMC TENNESSEE MAT COMPANY (& design)	2,391,240	October 3, 2000
WEARWELL	1,498,762	August 2, 1988
WEARWELL (& design)	3,079,502	April 11, 2006
WEARWELL (& design)	2,635,030	October 15, 2002
WELDSAFE	2,142,563	March 10, 1998
WORK SAFE	1,253,862	October 11, 1983
WORKZONE	2,328,494	March 14, 2000

#### **U.S. TRADEMARK APPLICATIONS**

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Filing Date</u>
GRADE "A"	78/708,404	September 7, 2005
RE-ENERGIZER	78/817,675	February 17, 2006
YOU'RE IN GOOD COMPANY	78/438,503	June 21, 2004

#### **FOREIGN TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
TILE-TOP	Sweden	263.254	June 30, 1995
WEARWELL	Canada	TMA528922	June 12, 2000
WEARWELL	Mexico	412047	April 30, 1992
WEARWELL (& design)	Europe	000762252	November 15, 1999



WORKSAFE	Sweden	264.674	March 3, 1995
WORKSAFE	Canada	401,752	August 21, 1992

**FOREIGN TRADEMARK APPLICATIONS**

<u>Trademark Description</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
WEARWELL	Europe	4207346	December 17, 2004
WEARWELL (& design)	Europe	4202008	December 17, 2004