

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Lender's Security Interest and Substitution of Collateral Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		06/03/2009	Banking Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	171 17th Street NW		
Internal Address:	MC GA4524, 4th Floor, Attn: Daniel Denton		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2386034	AIKI	
Registration Number:	2296841	EMAKI	
Registration Number:	2485094	ENTROPY	
Registration Number:	1769088	ENVIROSENSE	
Registration Number:	2394346	FURROWS	
Registration Number:	1261026	GLASBAC	
Registration Number:	1693203	GRAPHLAR	
Registration Number:	3000245	INTERCELL	
Registration Number:	1001087	INTERFACE	
Registration Number:	1128674	INTERSEPT	
Registration Number:	1357568	INTERSEPT	
Registration Number:	1848250	INTERSTAT	
Registration Number:	2398315	KABUKI	

OP \$690.00 2386034

Registration Number:	2275010	KAMALA
Registration Number:	2324942	LINEATIONS
Registration Number:	2288242	MATSURI
Registration Number:	2394349	MICRO CHIP
Registration Number:	2292412	NEXSTEP
Registration Number:	2280033	NIKKO
Registration Number:	1783212	"PROTECTING THE ENVIRONMENT THAT PROTECTS YOU"
Registration Number:	1910776	PROTEKT2
Registration Number:	2427760	RE:SOURCE
Registration Number:	2496773	REENTRY
Registration Number:	2300865	ROUND A BOUT
Registration Number:	2350693	SHIZEN
Registration Number:	2276625	SOUTHERN PLAINS
Registration Number:	2293641	WATARU

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	974727-068326
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	06/04/2009

Total Attachments: 7
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**ASSIGNMENT OF SECURITY INTEREST
AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS ASSIGNMENT OF SECURITY INTEREST AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2009, is made between INTERFACE, INC., a Georgia corporation (the "Grantor"), SUNTRUST BANK, the previous Collateral Agent for the Lenders described below ("Assignor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as "Collateral Agent" for the Lenders described below, and each successor Collateral Agent as may be appointed from time to time pursuant to Article X of the Credit Agreement described below (together with its successors and assigns, the "Assignee").

RECITALS:

WHEREAS, the Assignee executed and delivered that certain Sixth Amended and Restated Credit Agreement dated as of June 30, 2006, by and among the Grantor, InterfaceFLOR, LLC, a Georgia limited liability company, Interface Fabrics, Inc., a Delaware corporation, the banks and lending institutions listed on the signature pages thereof, and such other banks and lending institutions which become "Lenders" as provided therein (collectively, the "Lenders"), the "Domestic Agent" as defined therein, and the Collateral Agent, as amended by that certain First Amendment to Sixth Amended and Restated Credit Agreement dated as of January 1, 2008, and further amended by that certain Second Amendment to Sixth Amended and Restated Credit Agreement dated as of May 14, 2009 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor executed and delivered that certain Trademark Security Agreement dated as of November 21, 2001 (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, the "First Security Agreement"), granting to Assignor as the Collateral Agent under the Credit Agreement a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Secured Obligations (as defined in the Credit Agreement), which First Security Agreement was filed with the United States Patent and Trademark Office ("USPTO") on or about November 27, 2001;

WHEREAS, Grantor executed and delivered that certain Trademark Security Agreement dated as of December 23, 2002 (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, the "Second Security Agreement"; the First Security Agreement and the Second Security Agreement, collectively, the "Original Security Agreements"), granting to Assignor as the Collateral Agent under the Credit Agreement a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Secured Obligations (as defined in the Credit Agreement), which Second Security Agreement was filed with the USPTO on or about January 21, 2003;

WHEREAS, Assignor has since resigned as Collateral Agent under the Credit Agreement and the then-existing Credit Documents and assigned all of its rights, powers, privileges and duties in such capacity, and in the security interests granted in the Original Security Agreements, to Assignee and Assignee has been duly appointed as the Collateral Agent under the Credit Agreement and the other Credit Documents pursuant to the terms and conditions of the Credit Agreement and that certain Initial Assignment and Assumption Agreement dated as of June 17,

2003, by and among Grantor and certain of its Subsidiaries, Assignor, Assignee, and the other banks and lending institutions party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Initial Assignment Agreement"; the Credit Agreement and the Initial Assignment Agreement, collectively, the "Assignment Documents"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

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

SECTION 2. Assignment of Security Interest. The parties hereto hereby acknowledge the appointment of Assignee as the Collateral Agent under the Credit Agreement, as provided in the Assignment Documents. From henceforth, Assignee or its duly appointed successor Collateral Agent shall possess all the rights with respect to the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto to the same extent as was possessed by Assignor.

SECTION 3. Amendment. The Original Security Agreements are hereby amended to the extent necessary to reflect the assignment of security interests described in Section 2.

SECTION 4. No other changes. Except as expressly provided in this Agreement, the terms of the Original Security Agreements shall remain in full force and effect without change.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Agreement may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of this Agreement.

SECTION 6. Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

SECTION 7. No Representations or Warranties by Assignor. This Agreement is made without representation or warranty by, and is without recourse to, Assignor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERFACE, INC., as Grantor

By: Patrick C. Lynch

Name: Patrick C. Lynch


Title: Senior Vice President

SUNTRUST BANK, as Assignor

By: Bradley J. Staples
Name: Bradley J. Staples
 Managing Director
Title: _____

[INTERFACE — ASSIGNMENT OF SECURITY INTEREST — TRADEMARKS]

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Assignee

By:  _____

Name: Dan Denton

Title: Director

[INTERFACE - ASSIGNMENT OF SECURITY INTEREST - TRADEMARKS]

TRADEMARK
REEL: 003999 FRAME: 0237

Schedule A
to Assignment of Security Interest and Amendment of Trademark Security Agreement

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
United States of America	AIKI	Registered	75398901 Dec 2, 1997	2386034 Sep 12, 2000	Interface, Inc.
United States of America	EMAKI	Registered	75431665 Feb 10, 1998	2296841 Nov 30, 1999	Interface, Inc.
United States of America	ENTROPY	Registered	76111063 Aug 17, 2000	2485094 Sep 4, 2001	Interface, Inc.
United States of America	ENVIROSENSE	Registered	74801017 Jun 13, 1990	1769088 May 4, 1993	Interface, Inc.
United States of America	FURROWS	Registered	75739988 Jun 30, 1999	2394346 Oct 10, 2000	Interface, Inc.
United States of America	GLASBAC	Registered	73320235 Jul 23, 1981	1261026 Dec 13, 1983	Interface, Inc.
United States of America	GRAPHLAR	Registered	74012500 Dec 19, 1989	1693203 Jun 9, 1992	Interface, Inc.
United States of America	INTERCELL	Registered	76604548 Jul 28, 2004	3000245 Sep 27, 2005	Interface, Inc.
United States of America	INTERFACE	Registered	73014280 Feb 25, 1974	1001087 Jan 7, 1975	Interface, Inc.
United States of America	INTERSEPT	Registered	73170981 May 19, 1978	1128674 Jan 1, 1980	Interface, Inc.
United States of America	INTERSEPT	Registered	73514713 Dec 21, 1984	1357568 Sep 3, 1985	Interface, Inc.
United States of America	INTERSTAT	Registered	74299910 Jul 29, 1992	1848250 Aug 2, 1994	Interface, Inc.
United States of America	KABUKI	Registered	75429029 Feb 5, 1998	2398315 Oct 24, 2000	Interface, Inc.
United States of America	KAMALA	Registered	75417594 Jan 13, 1998	2275010 Aug 31, 1999	Interface, Inc.
United States of America	LINEATIONS	Registered	75480081 May 6, 1998	2324942 Feb 29, 2000	Interface, Inc.
United States of America	MATSURI	Registered	75432077 Feb 10, 1998	2288242 Oct 19, 1999	Interface, Inc.
United States of America	MICRO CHIP	Registered	75742615 Jun 30, 1999	2394349 Oct 10, 2000	Interface, Inc.
United States of America	NEXSTEP	Registered	75508136 Jun 24, 1998	2292412 Nov 16, 1999	Interface, Inc.
United States of America	NIKKO	Registered	75417595 Jan 13, 1998	2280033 Sep 21, 1999	Interface, Inc.

Schedule A
to Assignment of Security Interest and Amendment of Trademark Security Agreement

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
United States of America	PROTECTING THE ENVIRONMENT THAT PROTECTS YOU	Registered	74801139 Apr 3, 1990	1783212 Jul 20, 1993	Interface, Inc.
United States of America	PROTEKT2	Registered	74802117 Sep 12, 1990	1910776 Aug 8, 1995	Interface, Inc.
United States of America	RE:SOURCE	Registered	75363330 Sep 25, 1997	2427760 Feb 13, 2001	Interface, Inc.
United States of America	REENTRY	Registered	75667738 Mar 25, 1999	2496773 Oct 9, 2001	Interface, Inc.
United States of America	ROUND A BOUT	Registered	75479853 May 5, 1998	2300865 Dec 14, 1999	Interface, Inc.
United States of America	SHIZEN	Registered	75451437 Mar 17, 1998	2350693 May 16, 2000	Interface, Inc.
United States of America	SOUTHERN PLAINS	Registered	75395352 Nov 24, 1997	2276625 Sep 7, 1999	Interface, Inc.
United States of America	WATARU	Registered	75479851 May 5, 1998	2293641 Nov 16, 1999	Interface, Inc.