

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Amendment to Mannington Mills, Inc. Second Amended and Restated Trademark Security Agreement (2005 Transaction) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-------------------------|
| Mannington Mills, Inc. | | 05/20/2010 | CORPORATION: NEW JERSEY |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------|
| Name: | Bank of America, N.A., as agent |
| Street Address: | 335 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | Banking Institution: UNITED STATES |

PROPERTY NUMBERS Total: 39

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 3740857 | CACHE |
| Registration Number: | 3745255 | CETERA |
| Registration Number: | 3781993 | COLORSCAPE |
| Registration Number: | 3781994 | COLORSPEC |
| Registration Number: | 3734938 | EDGE EFFECTS |
| Registration Number: | 3745254 | ICONIC |
| Registration Number: | 2642843 | ICORE |
| Registration Number: | 3707758 | INTEGRA HP |
| Registration Number: | 3683429 | MANNINGTON CERAMIC |
| Registration Number: | 3772648 | MARQUEE |
| Registration Number: | 3643960 | OPTICEDGE |
| Registration Number: | 3752979 | OPTIMUM EDGE |
| Registration Number: | 3753634 | SCRATCH RESIST |

CH \$990.00 3740857

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|----------------------|----------|--------------------------|
| Registration Number: | 3642935 | SOBELLA |
| Registration Number: | 3743108 | SOPHISTICATE |
| Serial Number: | 77501825 | ASSURANCE SQUARED |
| Serial Number: | 77566606 | CONFIGURE |
| Serial Number: | 77731330 | CONNECTSTEP |
| Serial Number: | 77568844 | CONTOUR |
| Serial Number: | 77592171 | DESIGNER ESSENTIALS |
| Serial Number: | 77571710 | DIAMOND BAY |
| Serial Number: | 77728084 | EDGEGUARD |
| Serial Number: | 77718269 | EFFECTUAL |
| Serial Number: | 77943947 | ENFORCER SPORTS TILE |
| Serial Number: | 77566702 | ETCHED |
| Serial Number: | 77568750 | FLAIR |
| Serial Number: | 77568530 | ILLUSION |
| Serial Number: | 77953985 | LOCKSOLID TECHNOLOGY |
| Serial Number: | 77865536 | MANNINGTON COMMERCIAL |
| Serial Number: | 77542167 | MANNINGTON EDGE WALLBASE |
| Serial Number: | 77941137 | MANNINGTON WORKS |
| Serial Number: | 77843150 | MARBHD |
| Serial Number: | 77869278 | MCARE |
| Serial Number: | 77545582 | PREMIUM EDGE |
| Serial Number: | 85032625 | PROGRESSIONS |
| Serial Number: | 77568795 | REGAL |
| Serial Number: | 77865559 | RESET |
| Serial Number: | 77865554 | REWIND |
| Serial Number: | 77568761 | SIMPLICITY |

CORRESPONDENCE DATA

Fax Number: (212)836-6337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 836-7319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:

03191-0069

TRADEMARK

REEL: 004214 FRAME: 0865

| | |
|---|----------------------|
| NAME OF SUBMITTER: | Paul J. Somelofske |
| Signature: | /Paul J. Somelofske/ |
| Date: | 05/28/2010 |
| Total Attachments: 8 source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page1.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page2.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page3.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page4.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page5.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page6.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page7.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page8.tif | |

SECOND AMENDMENT
TO
MANNINGTON MILLS, INC.
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(2005 Transaction)

This Second Amendment to Second Amended and Restated Trademark Security Agreement (2005 Transaction) (this "Amendment"), is made and entered into as of May 20, 2010 between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A., as agent (in such capacity, together with any successor in such capacity, "Agent") for the Lenders (as defined in the Fifth Amended and Restated Loan Agreement (as defined below)), with an office at 335 Madison Avenue, New York, New York, 10017.

WHEREAS, Borrower and Agent are parties to a certain Second Amended and Restated Trademark Security Agreement (2005 Transaction), dated as of December 16, 2005 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement;

WHEREAS, the parties hereto intend to amend the Trademark Security Agreement to evidence Borrower's grant to Agent, for the benefit of the Agent and the Lenders, of a security interest in additional trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, rights under or interests in any trademark or service mark license agreements with any other party, any other trademark rights and other items related to the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Security Interests in Trademarks; Amendment to Trademark Security Agreement.

a. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent, for the benefit of the Agent and the Lenders, 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 Trademarks and Licenses listed on Schedule A hereto and all Other Trademark Rights in connection therewith (collectively, the "Additional Property"). Such Trademarks, Licenses and Other Trademark Rights shall be subject to the terms and conditions of the Trademark Security Agreement.

b. In connection with such grant, Schedule A of the Trademark Security Agreement is hereby amended to add and incorporate the Trademarks and Licenses listed on Schedule A attached to this Amendment.

2. Representations, Warranties and Covenants. Borrower hereby:

a. represents and warrants to Agent and the Lenders that the representations and warranties made (or deemed made) by it as Borrower under the Trademark Security Agreement are true and correct on and as of the date hereof (both before and after giving effect to this Amendment);

b. agrees to comply with all of the terms, conditions, covenants, agreements and obligations set forth in the Trademark Security Agreement with respect to the Additional Property; and

c. agrees and confirms that (i) the Additional Property is currently, and has been at all times since Borrower obtained rights therein, covered by the Trademark Security Agreement in accordance with the provisions of Section 6 thereof, and this Amendment shall serve to evidence the same, and (ii) all applicable provisions of the Trademark Security Agreement shall be applicable to the Additional Property and Agent shall be entitled to all rights and benefits in connection therewith under the terms of the Trademark Security Agreement.

3. Further Assurances. Borrower agrees from time to time, upon the reasonable request of Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Amendment.

4. Continued Effectiveness; Affirmation.

a. The parties hereto agree that (i) all references in the Trademark Security Agreement to the Third Amended and Restated Loan Agreement shall include the Fifth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Fifth Amended and Restated Loan Agreement") and (ii) all references in the Trademark Security Agreement to the Second Amended and Restated Trademark Security Agreement and all references in the Loan Documents to the "MMI Trademark Agreement" shall be deemed references to the Trademark Security Agreement, as amended by this Amendment.

b. Except for the amendments set forth herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Trademark Security Agreement and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Trademark Security Agreement as amended herein, are hereby ratified and confirmed in all respects and shall remain in full force and effect from and after the date of this Amendment.

c. Borrower hereby ratifies and confirms its grant of security interests and liens in the Trademarks, Licenses and Other Trademark Rights and confirms and agrees that such Trademarks, Licenses and Other Trademark Rights shall continue to secure any and all Obligations.

5. Miscellaneous

a. Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

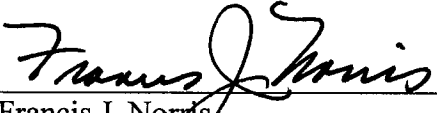
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format) shall be as effective as delivery of a manually executed counterpart hereof.

c. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

[SIGNATURES TO FOLLOW]

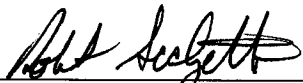
IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MANNINGTON MILLS, INC.

By: 
Francis J. Norris
Senior Vice President - Treasury,
Risk & Administration

Accepted and agreed to
as the date first written above

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Robert Scalzitti
Title: Senior Vice President

Schedule A
to
Trademark Security Agreement

U.S. Trademarks:

ASSURANCE SQUARED, App. 77501825

CACHE, Reg. 3740857

CETERA, Reg. 3745255

COLORSCAPE, Reg. 3781993

COLORSPEC, Reg. 3781994

CONFIGURE, App. 77566606

CONNECTSTEP, App. 77731330

CONTOUR, App. 77568844

DESIGNER ESSENTIALS, App. 77592171

DIAMOND BAY, App. 77571710

EDGE EFFECTS, Reg. 3734938

EDGEGUARD, App. 77728084

EFFECTUAL, App. 77718269

ENFORCER SPORTS TILE, App. 77943947

ETCHED, App. 77566702

FLAIR, App. 77568750

ICONIC, Reg. 3745254

ICORE (STYLIZED), Reg. 2642843

ILLUSION, App. 77568530

INTEGRA HP, Reg. 3707758

LOCKSOLID TECHNOLOGY, App. 77953985

MANNINGTON CERAMIC, Reg. 3683429
MANNINGTON COMMERCIAL, App. 77865536
MANNINGTON EDGE WALLBASE, App. 77542167
MANNINGTON WORKS, App. 77941137
MARBHD, App. 77843150
MARQUEE, Reg. 3772648
MCARE, App. 77869278
OPTICEDGE, Reg. 3643960
OPTIMUM EDGE, Reg. 3752979
PREMIUM EDGE, App. 77545582
PROGRESSIONS, App. 85032625
REGAL, App. 77568795
RESET, App. 77865559
REWIND, App. 77865554
SCRATCH RESIST, Reg. 3753634
SIMPLICITY, App. 77568761
SOBELLA, Reg. 3642935
SOPHISTICATE, Reg. 3743108

Foreign Trademarks:

Argentina:

MANNINGTON, Reg. 2263128

Australia:

M MANNINGTON (DESIGN), Reg. 11606041

Canada:

BENCHMARK, Reg. 597561

LUMINESSE, Reg. 598033

NATURE'S CHOICE, Reg. 597704

PRO BAC, Reg. 336487

QUICKSILVER, Reg. 460982

THE LOOK THAT LASTS, Reg. 447176

TRADITIONAL MANOR, Reg. 556827

VEGA III, Reg. 581643

Chile:

MANNINGTON, Reg. 652510

Hong Kong:

M MANNINGTON (& DESIGN), Reg. 200010058

India:

M MANNINGTON DESIGN, [no number], filed March 26, 2010

Singapore:

M MANNINGTON (& DESIGN), Reg. T99/05059Z

License Agreements Involving Trademarks:

Borrower as Licensee

3/31/06 – License from DuPont for resilient products using DuPont trademark

Borrower as Licensor

2/12/09 – Trademark License to Elegant Living for wood products sold under the Mannington name in China, Hong Kong and Taiwan