

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/13/2010
900171023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Congoleum Corporation		08/07/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Law Debenture Trust Company of New York
Street Address:	400 Madison Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	TRUSTEE: NEW YORK

PROPERTY NUMBERS Total: 108

Property Type	Number	Word Mark
Registration Number:	1795115	ADVANTAGE
Registration Number:	3493630	AIRSTEP
Serial Number:	77789896	AIRSTEP EVOLUTION
Registration Number:	3884277	AIRSTEP PLUS
Registration Number:	1878014	ALTERNATIVES
Registration Number:	2934103	ALUMATEC
Registration Number:	2416204	ARMORBRIGHT
Registration Number:	2732981	ARMORGUARD
Registration Number:	2324004	ASSETS
Registration Number:	2678985	AUTHENTICS
Registration Number:	1654969	BAC STOP
Registration Number:	2856116	BASIS
Registration Number:	3448264	BRAVADA
Registration Number:	0884928	BRENTWOOD

CH \$2716.00 1795115

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

Registration Number:	1258118	BRIGHT 'N EASY
Registration Number:	1206603	BRIGHT 'N EASY
Registration Number:	1820013	BRIGHTLIFE
Registration Number:	2341392	
Registration Number:	0859613	CARIBBEAN
Registration Number:	1918105	CAREFREE
Registration Number:	1740616	CELESTIAL
Registration Number:	1883030	CHOICES
Registration Number:	1077974	CHROMABOND
Registration Number:	3541596	CLOUD NINE
Registration Number:	0825833	COLONNADE
Registration Number:	2478176	CONCEPT
Registration Number:	1452296	CONGOLEUM
Registration Number:	1082556	CONGOLEUM
Registration Number:	1098811	CONGOLEUM
Registration Number:	1080475	CONGOLEUM
Serial Number:	71046708	CONGOLEUM
Registration Number:	1087548	CONGOLEUM
Registration Number:	1087572	CONGOLEUM
Registration Number:	1087573	CONGOLEUM
Registration Number:	1088038	CONGOLEUM
Registration Number:	2351838	CONGOLEUM
Serial Number:	77890371	CONGOLEUM CONNECTIONS
Registration Number:	3803090	CONGOLEUM UNDERFLOR
Serial Number:	77689393	CONNECTIONS
Registration Number:	1652426	DESIGN STUDIO
Registration Number:	1797947	DESIGNER CAREFREE
Registration Number:	1755490	DIAMONDFLOR
Registration Number:	2979781	DISCOVER
Registration Number:	2988926	DS100 DURASET
Registration Number:	3311256	DUO
Registration Number:	2846720	DURACERAMIC
Registration Number:	2798298	DURACERAMIC
Registration Number:	3283768	DURACERAMIC OPTIONS
Registration Number:	3684275	DURACERAMIC PLUS

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

Registration Number:	1621357	DURAGUARD
Registration Number:	3565225	DURAPLANK
Registration Number:	2636886	DURASTONE
Registration Number:	1757677	ENDURANCE
Registration Number:	0754500	ESTEEM
Registration Number:	1777273	EVOLUTION
Registration Number:	3684278	FAST TRACK
Registration Number:	2091734	FIVE-STAR
Registration Number:	1928538	FLOORS FOR THE WAY YOU LIVE
Registration Number:	0439234	FLOR-EVER
Registration Number:	1497818	FORUM
Registration Number:	2004625	FOUNDATIONS
Registration Number:	0701697	GALA
Registration Number:	0936992	GRANDVIEW
Registration Number:	1583765	HEIGHTS SQUARE
Registration Number:	2682014	HIGH PERFORMANCE FLOORING
Registration Number:	0819426	HIGHLIGHT
Registration Number:	2647093	HPF
Registration Number:	1892213	INTRIGUE
Registration Number:	3314088	KITCHENVISION
Registration Number:	3295178	K-TECH FOR KITCHENS
Registration Number:	0998857	LEGACY
Registration Number:	1347882	MAJESTIC
Registration Number:	0887790	MEDALIST
Registration Number:	1621358	MICRO-GROUND
Registration Number:	0933036	MONOGRAM
Serial Number:	77868964	OVATIONS
Registration Number:	1033119	PALISADE
Registration Number:	0841549	PARTHENON
Registration Number:	2478175	PRELUDE
Registration Number:	1091482	PRESTIGE
Registration Number:	0798759	PRESTIGE
Registration Number:	0841955	PROFILE
Registration Number:	0845313	REFLECTION
Registration Number:	2652608	ROOM VISION

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

Registration Number:	1561125	SCUFF-TUFF
Registration Number:	2082292	SELECTIONS
Registration Number:	1805395	SENSATION
Registration Number:	1100210	SHOWCASE
Serial Number:	77924980	SMARTLINK
Registration Number:	1099564	SPACESAVER
Registration Number:	2114380	SPECIAL EFFECTS
Registration Number:	2456079	SPECIFICATIONS
Registration Number:	3788932	STAIN DEFENSE SYSTEM
Registration Number:	1346184	SUNBEAM
Registration Number:	1046454	TOWN & COUNTRY
Registration Number:	2691619	TRIUMPH
Registration Number:	1273871	ULTIMA
Registration Number:	2777119	ULTIMA
Registration Number:	1956210	ULTRAGARD
Serial Number:	77616663	ULTRATEC
Registration Number:	1126005	VALUFLO
Registration Number:	0859614	VENTURA
Registration Number:	0838790	FLIRTIES
Registration Number:	3387877	WEARTEC
Registration Number:	0748718	WHITE SHIELD
Registration Number:	2519734	WINNERS CIRCLE
Registration Number:	3158093	XCLUSIVE
Registration Number:	0892355	ZIP-STIK

CORRESPONDENCE DATA

Fax Number: (619)645-5362
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 619-699-2488
 Email: JBerry@Luoa.com
 Correspondent Name: Jason Berry
 Address Line 1: 600 West Broadway, Suite 2600
 Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	35199-1
NAME OF SUBMITTER:	Jason Berry
Signature:	/Jason Berry/

TO: JASON BERRY COMPANY: 800 WEST BROADWAY, SUITE 2600

Date:	08/13/2010
<p>Total Attachments: 11</p> <ul style="list-style-type: none">source=CONGOLEUM_TM#page1.tifsource=CONGOLEUM_TM#page2.tifsource=CONGOLEUM_TM#page3.tifsource=CONGOLEUM_TM#page4.tifsource=CONGOLEUM_TM#page5.tifsource=CONGOLEUM_TM#page6.tifsource=CONGOLEUM_TM#page7.tifsource=CONGOLEUM_TM#page8.tifsource=CONGOLEUM_TM#page9.tifsource=CONGOLEUM_TM#page10.tifsource=CONGOLEUM_TM#page11.tif	

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement"), dated July 1, 2010, is by and between CONGOLEUM CORPORATION, a Delaware corporation ("Borrower"), and LAW DEBENTURE TRUST COMPANY OF NEW YORK, a New York State chartered bank, as trustee and collateral agent (together with its successors and assigns, "Trustee").

WITNESSETH:

WHEREAS, Borrower has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Borrower and certain of its subsidiaries filed for reorganization under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court");

WHEREAS, by order dated June 7, 2010, the Bankruptcy Court has confirmed the Borrower's Fourth Amended Joint Plan of Reorganization (the "Plan") in accordance with Section 1129 of the Bankruptcy Code and such Plan has become effective as of the date hereof;

WHEREAS, as part of the Plan, Borrower has agreed, among other things, to issue its \$33,000,000 aggregate principal amount of 9% Senior Secured Notes due 2017 (the "Initial Notes" and, along with other potential notes to be issued under the Indenture from time to time, the "Notes") to former holders of the Borrower's 8 5/8% Senior Notes Due 2008 (the "Old Notes") and an aggregate 49.9% of Borrower's capital stock ("Stock") in exchange for the Old Notes;

WHEREAS, the Old Notes have been cancelled and Borrower and Trustee have entered into an Indenture dated of even date herewith (the "Indenture") pursuant to which Borrower has issued the Initial Notes and the Stock.

WHEREAS, under the Plan and the Indenture, the Notes are secured, *inter alia*, by certain collateral security, including the collateral as set forth herein;

WHEREAS, Borrower has also entered into financing arrangements with Wells Fargo Bank, National Association, as lender ("Senior Lender") pursuant to which Senior Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and between Borrower and Senior Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in order to induce Senior Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Senior Lender certain collateral security, including in the collateral as set forth herein; and

WHEREAS, the relative rights and remedies available to the Trustee and Senior Lender are governed by the terms of an Intercreditor and Subordination Agreement dated of even date herewith between Senior Lender and Trustee (as acknowledged by Borrower, and as the same now exists or may

101268222.2

TO: JASON BERRY COMPANY: 800 WEST BROADWAY, SUITE 2600

hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Intercreditor Agreement").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations under the Indenture respecting the Notes ("Obligations"), Borrower hereby grants to Trustee a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Trustee: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Trustee that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Borrower will, at its expense, perform all acts and execute all documents necessary to maintain the existence of any Trademarks which are material to the Borrower's business, including without limitation, the filing of any renewal affidavits if required.

(b) Borrower authorizes Trustee to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Trustee five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral after the

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

occurrence and during the continuance of an Event of Default, pursuant to Trustee's exercise of the rights and remedies granted to Trustee hereunder.

(c) Borrower shall provide Trustee with thirty (30) days written notice prior to filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Upon the request of Trustee, Borrower shall execute and deliver to Trustee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Trustee to evidence the security interests of Trustee in any Trademark.

(f) Borrower will render any assistance to Trustee as Trustee shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Trustee's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Borrower will promptly notify Trustee if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to infringe upon any Trademark material to the Borrower's business. If requested by Trustee, Borrower, at Borrower's expense, shall join with Trustee in such action as Trustee, in its discretion, may deem advisable for the protection of Trustee's interest in and to the Trademarks.

3. RIGHTS AND REMEDIES

Upon the occurrence of any Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Trustee, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, Trustee shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower, except as such notice or consent is expressly provided for hereunder:

(a) Trustee may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Trustee may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Trustee by Borrower or any subsidiary or affiliate of Borrower.

(c) Trustee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Trustee shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(d) Trustee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Borrower in the manner set forth in the Indenture of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Trustee shall have the power to buy the Collateral or any part thereof, and Trustee shall also have the power to execute assurances and perform all other acts

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

which Trustee may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 3(d) hereof, Trustee may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Special Power of Attorney described in Section 2(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Trustee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees.

(f) Borrower shall supply to Trustee (or its designee) Borrower's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Trustee to take any such action at any time. All of Trustee's rights and remedies, whether provided under law, this Agreement, the Indenture or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

4. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to any principles of conflicts of laws (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing.

(b) Borrower and Trustee irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court, the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Trustee may elect, and waive any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Trustee shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which Trustee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property).

(c) BORROWER AND TRUSTEE EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND TRUSTEE EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL.

101268222.2

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

WITHOUT A JURY AND THAT BORROWER OR TRUSTEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

5. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Indenture, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Borrower" or "Trustee" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns and inure to the benefit of and be enforceable by Trustee and its successors and assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Borrower and Trustee. Trustee shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Trustee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Trustee of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Trustee would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Borrower and Trustee and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Borrower's and Trustee's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile 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.

(g) **Notices.** All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Borrower: Congoleum Corporation
3500 Quakerbridge Road
Mercerville, New Jersey 08619
Attention: Chief Financial Officer
Telephone No.: 609-584-3000
Telecopy No.: 609-584-3555

If to Trustee: Law Debenture Trust Company of New York,
as Trustee and Collateral Agent for the benefit of the holders of
Congoleum Corporation 9% Senior Secured Notes due 2017
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust Department
Telephone No.: 212-750-6474
Telecopy No.: 212-750-1361

(g) **Intercreditor Agreement.** The provisions of this Agreement respecting the Trustee are to be construed with and governed by the provisions of the Intercreditor Agreement, the terms and conditions of which are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

IN WITNESS WHEREOF, Borrower and Trustee have executed this Agreement as of the day and year first above written.

CONGOLEUM CORPORATION

By: [Signature]
Name: Howard N. Feist III
Title: Chief Financial Officer

LAW DEBENTURE TRUST COMPANY OF
NEW YORK, as Trustee

By: [Signature]
Name: Anthony A. Bocchino, Jr.
Title: Managing Director

[Trademark Security Agreement]

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

Attachment #1

CONGOLEUM CORPORATION
United States Trademarks

Trademark	Trademark Status	App. Number	Reg. Number	Class	App. Date	Reg. Date
ADVANTAGE	Registered	74358,032	1795115	27 Int.	11-Feb-1993	22-Sep-1993
AIRSTEP	Registered	77237,283	3493630	28 Int.	14-Jul-2007	26-Aug-2008
AIRSTEP EVOLUTION	Allowed	77189,895		27 Int.	27-Jul-2009	
AIRSTEP PLUS	Registered	77176,654	3684277	27 Int.	23-Sep-2008	15-Sep-2009
ALTERNATIVES	Registered	74441,048	1876014	27 Int.	27-Sep-1973	24-Jan-1994
ALUMATEC	Registered	78250,879	2934133	27 Int.	15-May-2003	15-Mar-2005
ARMORBRIGHT	Registered	73479,616	2418204	27 Int.	03-May-1998	26-Dec-2000
ARMORGUARD	Registered	76276,819	2732981	27 Int.	26-Jun-2001	01-Jul-2003
ASSETS	Registered		2324004			29-Feb-2000
AUTHENTICS	Registered	76323,211	2678985	27 Int.	19-Oct-2001	21-Jan-2003
BAC STOP	Registered	74078,649	1634969	27 Int.	16-Jul-1990	27-Aug-1991
BASIS	Registered	76196,006	2836416	27 Int.	16-Apr-2002	22-Jun-2004
BRAVADA	Registered	77200,419	3446264	27 Int.	07-Jun-2007	10-Jun-2008
BRIENTWOOD	Registered		884929			27-Jun-1970
BRIGHT 'N EASY	Registered	296474	1238118	03 Int.	22-Nov-1983	22-Nov-1983
BRIGHT 'N EASY	Registered	242226	1206683	03 Int.	10-Dec-1979	31-Aug-1982
BRIGITLIFE	Registered	74401,507	1820013	27 Int.	14-Jun-1993	08-Feb-1994
C LOGO	Registered	73741,693	2341392	27 Int.	25-Jun-1999	11-Apr-2000
CARIBBEAN	Registered		859613			05-Nov-1968
CAREFRER	Registered	74491,831	1918105	27 Int.	18-Feb-1994	12-Sep-1995
CELESTIAL	Registered	74171,406	1740616	27 Int.	30-May-1991	15-Dec-1992
CHOICES	Registered	74441,044	1883030	27 Int.	27-Sep-1993	07-Mar-1995
CHROMABOND	Registered	73124,29	1077974	27 Int.	26-Apr-1977	22-Nov-1977
CLOUD NINE	Registered	77389,362	3541596	27 Int.	03-Feb-2008	02-Dec-2008
COLONNADE	Registered		815633			14-Mar-1967
CONCEPT	Registered	76137,089	2478176	27 Int.	27-Sep-2000	14-Aug-2001
CONGOLEUM	Registered	73377,081	1432296	27 Int.	28-Jul-1982	11-Aug-1987
CONGOLEUM	Registered	73127,182	1082556	19 Int.	16-May-1977	17-Jan-1978
CONGOLEUM	Registered	73129,934	1098811	20 Int.	10-Jun-1977	08-Aug-1978
CONGOLEUM	Registered	73126,093	1080473	27 Int.	03-May-	27-Dec-

438966.1
June 29, 2010

1.

TO: JASON BERRY COMPANY: 800 WEST BROADWAY, SUITE 2600

CONGOLEUM	Registered	71046,706	78472	27 Int.	1977 24-Dec-1909	1977 14-Jun-1910
CONGOLEUM	Registered	73138,768	1087546	01 Int.	24-Aug-1977	21-Mar-1978
CONGOLEUM	Registered	73138,771	1087572	03 Int.	24-Aug-1977	21-Mar-1978
CONGOLEUM	Registered	73138,772	1087573	03 Int.	24-Aug-1977	21-Mar-1978
CONGOLEUM	Registered	73138,767	1088038	08 Int.	24-Aug-1977	28-Mar-1978
CONGOLEUM (SPECIAL FORM)	Registered	75742,890	2351838	27 Int.	25-Jan-1909	23-May-2000
CONGOLEUM CONNECTIONS	Allowed	77090,871		19 Int.	10-Dec-2009	
CONGOLEUM UNDERFLOOR	Registered	77122,247	3605050	27 Int.	05-Mar-2007	07-Apr-2009
CONGOLEUM VINYL TILE AND SHEET TILE SALES TRAINING	Registered		TX 4-117-466			18-Aug-1995
CONNECTIONS	Allowed	77689,393		19 Int.	12-Mar-2009	
DESIGN STUDIO	Registered	73817,238	1652426	32 Int.	07-Aug-1989	30-Jul-1991
DESIGNER CAREFREE	Registered	74358,031	1797947	27 Int.	11-Feb-1993	12-Oct-1993
DIAMOND FLOOR	Registered	74172,230	1755490	27 Int.	31-May-1991	02-Mar-1993
DISCOVER	Registered	78358,568	2979781	27 Int.	28-Jan-2004	26-Jul-2005
DS100 DURASET	Registered	78229,161	2998926	01 Int.	24-Mar-2003	20-Sep-2005
DUO	Registered	77087,603	3311256	27 Int.	22-Jan-2007	16-Oct-2007
DURACERAMIC	Registered	78184,519	2846720	27 Int.	19-Nov-2002	23-Mar-2004
DURACERAMIC	Registered	78229,160	2796298	19 Int.	24-Mar-2003	16-Dec-2003
DURACERAMIC OPTIONS	Registered	78736,400	3283768	27 Int.	19-Oct-2003	21-Aug-2007
DURACERAMIC PLUS	Registered	77576,487	3684273	27 Int.	23-Sep-2008	15-Sep-2009
DURAGUARD	Registered	11198	1621357	27 Int.	15-Dec-1989	06-Nov-1990
DURAPLANK	Registered	77130,807	3565225	27 Int.	14-Mar-2007	20-Jan-2009
DURASTONE	Registered	76206,768	2636886	27 Int.	06-Feb-2001	15-Oct-2002
ENDURANCE	Registered	74207,108	1757677	27 Int.	26-Sep-1991	09-Mar-1993
ESTEM	Registered	139960	754500	27 Int.	31-Dec-1962	18-Aug-1963
EVOLUTION	Registered	74720,994	1771273	27 Int.	13-Nov-1991	15-Jun-1993
FAST TRACK	Registered	77576,683	3684278	27 Int.	23-Sep-2008	15-Sep-2009
FIVE STAR	Registered	74645,242	2091734	36 Int.	13-Mar-1995	26-Aug-1997
FLOORS FOR THE WAY YOU LIVE	Registered	74473,491	1926538	27 Int.	21-Dec-1993	10-Oct-1995
FLOOR-EVER	Registered	521558	439234	27 Int.	30-Apr-1947	08-Jun-1948

458999.1
June 29, 2010

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

FORUM	Registered	614002	1497846	27 Int.	01-May-1987	26-Jul-1988
FOUNDATIONS	Registered	74434,390	2004625	27 Int.	09-Sep-1993	01-Oct-1996
GALA	Registered		701697			26-Jul-1960
GRANDVIEW	Registered	72408,741	936992	20 Int.	26-Nov-1971	04-Jul-1972
HEIGHTS SQUARE	Registered		1583765			20-Feb-1990
HIGH PERFORMANCE FLOORING	Registered	76276,680	2682014	27 Int.	26-Jun-2001	28-Jun-2003
HIGHLIGHT	Registered	237540	819426	27 Int.	28-Jan-1966	29-Nov-1966
HMF	Registered	76276,818	2647093	27 Int.	26-Jun-2001	05-Nov-2002
INTRIGUE	Registered	74473,701	1892213	27 Int.	21-Dec-1993	02-May-1995
KITCHENVISION	Registered	78763,485	3314098	42 Int.	07-Dec-2005	16-Oct-2007
K-TECH FOR KITCHENS	Registered	78727,977	3295178	27 Int.	06-Oct-2005	18-Sep-2007
LEGACY	Registered	73701,218	996857	27 Int.	25-Feb-1974	29-Oct-1974
MAJESTIC	Registered	73443,681	1947882	19 Int.	14-Sep-1983	09-Jul-1985
MEDALIST	Registered		887750			17-Mar-1970
MICRO-GROUND	Registered	11199	1621358	27 Int.	13-Dec-1989	06-Nov-1990
MONOGRAM	Registered	72374,025	933836	20 Int.	05-Oct-1970	16-May-1972
OVATIONS	Allowed	77866,964		27 Int.	06-Nov-2009	
PALISADE	Registered	44204	1033119	27 Int.	14-Feb-1975	10-Feb-1976
PARTHENON	Registered		841549			02-Jan-1968
PRELUDE	Registered	76137,088	2478175	27 Int.	27-Sep-2000	14-Aug-2001
PRESTIGE	Registered	73147,617	1091482	27 Int.	07-Nov-1977	16-May-1978
PRESTIGE	Registered	72193,632	798739	27 Int.	18-May-1964	16-Nov-1965
PROFILE	Registered	247780	841955	27 Int.	10-Jun-1966	09-Jun-1968
REFLECTION	Registered	72251,387	845313	27 Int.	01-Aug-1966	05-Mar-1968
ROOM VISION	Registered	76250,766	2652608	42 Int.	01-May-2001	19-Nov-2002
SALES TRAINING MANUAL	Registered		TXU-638-726			01-Jul-1994
SCUFF-TUFF	Registered	786062	1661125	27 Int.	13-Mar-1989	17-Oct-1989
SELECTIONS	Registered	75019,087	2082292	27 Int.	14-Nov-1995	22-Jul-1997
SENEATION	Registered	74315,643	1805393	27 Int.	21-Sep-1992	16-Nov-1990
SHOWCASE	Registered	126344	1100210	20 Int.	25-MAY-1977	22-Aug-1978
SMARTLINK	Published	77724,980		27 Int.	01-Feb-2010	
SPACEBAVER	Registered	73726,092	1099564	20 Int.	03-May-1977	15-Aug-1978
SPECIAL EFFECTS	Registered	74441,043	2114380	27 Int.	27-Sep-1993	12-Nov-

438998.1
June 29, 2010

TO: JASON BERRY COMPANY: 600 WEST BROADWAY, SUITE 2600

Trademark Name	Status	Serial Number	Registration Number	Class	Priority Date	Registration Date
SPECIFICATIONS	Registered	73683,877	2456079	27 Int.	16-Apr-1999	1997
STAIN DEFENSE SYSTEM	Registered	77827,448	3768932	27 Int.	16-Sep-2009	29-May-2001
SUNBEAM	Registered	455118	1346184	19 Int.	01-Dec-1983	11-May-2010
TOWN & COUNTRY	Registered	46648	1046454	27 Int.	14-Mar-1975	02-Jul-1985
TRIUMPH	Registered		2691619			17-Aug-1976
ULTIMA	Registered		1273671			25-Feb-2003
ULTIMA	Registered	76000,226	2777119	19 Int.	14-Mar-2003	10-Apr-1984
ULTRAGARD	Registered	74644,020	1956210	27 Int.	09-Mar-1995	28-Oct-2003
ULTRATEC	Pending	77616,863		27 Int.	18-Nov-2008	15-Feb-1996
VALUFLOR	Registered		1126005			16-Oct-1979
VENTURA	Registered		839614			02-May-1968
VILLAGE SQUARE	Registered		836790			04-April-1967
WBARTEC	Registered	77126,471	3387877	27 Int.	09-Mar-2007	25-Feb-2008
WHITE SHIELD	Registered	145056	746718	27 Int.	21-May-1962	12-Mar-1962
WINNERS CIRCLE	Registered	76733,133	2519734	27 Int.	21-Sep-2000	18-Dec-2001
XCLUSIVE	Registered	78799,359	3156093	27 Int.	03-Apr-2004	17-Oct-2005
ZIP-STIK	Registered	335312	892355	27 Int.	14-Aug-1969	09-Jun-1970

458999.1
June 29, 2010