

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		03/02/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as agent
Street Address:	888 Seventh Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 143

Property Type	Number	Word Mark
Serial Number:	85272150	ABERDEEN
Registration Number:	3056889	ABRUZZO
Registration Number:	3000313	ACTIONS SPEAK
Registration Number:	2972459	ADURA
Registration Number:	2875443	AMERICAN LEGACY
Registration Number:	2745620	AMERICAN RUSTICS
Registration Number:	1656340	AQUALOC
Registration Number:	2217753	ARCHITEXTURES
Registration Number:	2929480	ARTCRAFT
Registration Number:	3857371	ASSURANCE SQUARED
Registration Number:	2987116	BENCHMARK
Registration Number:	3415882	BENNELONG CHERRY
Registration Number:	2156493	BIOSPEC

CH \$3590.00 85272150

Registration Number:	2772514	BOTICELLI
Registration Number:	3490385	BROAD RIVER HICKORY
Registration Number:	2586030	BRUSHWORK
Registration Number:	3740857	CACHE
Registration Number:	2952350	CALABRIA
Registration Number:	1471410	CALIFORNIA PLANK
Registration Number:	2998821	CAMEO
Registration Number:	3745255	CETERA
Registration Number:	2693154	CHARLESTON OAK PLANK
Registration Number:	3520517	CHOICES THAT WORK
Registration Number:	2244463	CLEARTAC
Serial Number:	85428927	COASTLINE
Serial Number:	85428937	COASTLINE FLEXIBLE TS ROLL COVE BASE
Registration Number:	2753872	COLORPOINT
Registration Number:	3781993	COLORSCAPE
Registration Number:	3781994	COLORSPEC
Registration Number:	2349062	COMFORTBARRIER
Serial Number:	77566606	CONFIGURE
Registration Number:	3994393	CONNECTSTEP
Serial Number:	77568844	CONTOUR
Registration Number:	2944480	COORDINATIONS
Registration Number:	2530604	COREWELD
Serial Number:	85382228	CORNER READY BY BURKE
Registration Number:	2011611	CUSTOMSPEC II
Registration Number:	1932180	DELTABAC
Registration Number:	1389932	DESIGN CENTER
Registration Number:	3895880	DESIGNER ESSENTIALS
Registration Number:	3825790	DIAMOND BAY
Serial Number:	85272105	DISSOLVE
Serial Number:	85367727	DURATION
Serial Number:	85195456	EARTHLY ELEMENTS
Registration Number:	2799825	ECOCORE
Registration Number:	3734938	EDGE EFFECTS
Registration Number:	3994392	EDGEGUARD
Registration Number:	3994382	EFFECTUAL

	3213739	EMBRACING HEALTH, IMPROVING LIFE
Registration Number:	3992701	ENFORCER
Serial Number:	85326280	ENLIGHTEN
Serial Number:	85172430	EPX PREMIUM PERFORMANCE NYLON
Registration Number:	2988747	FINE FIELDS
Registration Number:	2757376	FRA ANGELICA
Serial Number:	85139045	FRÉ LOCK
Registration Number:	3336719	HAMILTON CHERRY
Registration Number:	2878612	I-BEAM BACKING
Registration Number:	3745254	ICONIC
Registration Number:	2486039	ICORE
Registration Number:	2642843	ICORE
Serial Number:	77568530	ILLUSION
Registration Number:	2731127	INFINITY
Registration Number:	2541256	INNERCORE
Registration Number:	2905418	INSIGHT
Registration Number:	2947519	INSPIRATIONS
Registration Number:	3707758	INTEGRA HP
Registration Number:	3009181	JUMPSTART
Registration Number:	2898770	LIFELINES
Registration Number:	3955783	LOCKSOLID TECHNOLOGY
Registration Number:	3537712	LOOP
Registration Number:	3529161	LYNNHAVEN MAPLE
Registration Number:	1734993	MACRO-TEC
Registration Number:	2744227	MAGELLAN OAK
Registration Number:	2835231	M MANNINGTON
Registration Number:	3916809	M MANNINGTON
Registration Number:	2381790	MAGNA MULTIFLEC
Registration Number:	1310196	MANNINGTON
Registration Number:	1563368	MANNINGTON
Registration Number:	2622977	MANNINGTON
Registration Number:	2703702	MANNINGTON
Registration Number:	1711884	MANNINGTON
Registration Number:	3683429	MANNINGTON CERAMIC
Registration Number:	1873006	MANNINGTON COMMERCIAL

	2578021	MANNINGTON COMMERCIAL
Registration Number:	2654332	MANNINGTON COMMERCIAL
Registration Number:	3799474	MANNINGTON COMMERCIAL
Registration Number:	2710095	MANNINGTON MLOCK
Registration Number:	2241023	MANNINGTON NATURALS
Registration Number:	2792615	MANNINGTON PORCELAIN TILE
Serial Number:	85432644	MANNINGTON QUANTUM NYLON
Registration Number:	3130289	MANNINGTON REVOLUTIONS
Registration Number:	3859811	MANNINGTON WORKS
Registration Number:	3731771	MANNINGTON XPRESS
Serial Number:	77843150	MARBHD
Registration Number:	3772648	MARQUEE
Registration Number:	2760165	MASSERIA
Registration Number:	3929657	MCARE
Registration Number:	3552093	M-GUARD
Registration Number:	2592420	NATURE FORM
Registration Number:	2198971	NATUREFORM
Registration Number:	2466669	NATUREFORM
Registration Number:	3230776	NATURE'S PATHS
Registration Number:	3101175	OPERA
Registration Number:	3643960	OPTICEDGE
Registration Number:	3752979	OPTIMUM EDGE
Registration Number:	3299611	PALERMO STONE
Registration Number:	2789642	PARMA
Registration Number:	2757377	PERUGIA
Registration Number:	4029124	PREMIUM EDGE
Registration Number:	3481889	PRIMUS
Registration Number:	4050171	PROGRESSIONS
Registration Number:	3636927	PROSHIELD
Registration Number:	3481179	QUANTUM GUARD
Registration Number:	1876013	QUICKSILVER
Serial Number:	85272083	RAINFALL
Registration Number:	3299610	RAJA SLATE
Registration Number:	3169050	RAVENNA
Registration Number:	2977931	REALITIES

	3369815	RELAY
Registration Number:	3929637	RESET
Registration Number:	3499938	REVOLVE
Serial Number:	77865554	REWIND
Serial Number:	85431677	SAFEGUARD SR
Registration Number:	3163867	SAFEWALKS
Registration Number:	2911513	SAVONA
Registration Number:	3753634	SCRATCH RESIST
Registration Number:	3642935	SOBELLA
Registration Number:	2605843	SOLIDPOINT
Registration Number:	3743108	SOPHISTICATE
Registration Number:	3381258	STAND ON A BETTER WORLD AWARDS
Registration Number:	2963519	TEATRO
Serial Number:	85463401	TEXO
Registration Number:	2915903	TEXTURE-TWIST
Registration Number:	3218396	TRADE WINDS
Registration Number:	2872432	TUSCAN VALLEY
Registration Number:	1954127	ULTRA-BAC
Registration Number:	3640819	V2TECH
Registration Number:	2840930	VALUE LOCK
Registration Number:	2549674	VEGA III
Registration Number:	2911512	VESUVIO
Registration Number:	3291415	XGUARD
Registration Number:	3390209	YELLOWBLOCK
Registration Number:	3722978	WHISPER 3N1

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955

Phone: 212-756-2132

Email: scott.kareff@srz.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

079464-0015

**TRADEMARK**

**REEL: 004732 FRAME: 0344**

	Scott Kareff (079464-0015)
Signature:	/kc for sk/
Date:	03/09/2012
<b>Total Attachments: 20</b> source=Trademark Security Agreement for Mannington Mills, Inc#page1.tif source=Trademark Security Agreement for Mannington Mills, Inc#page2.tif source=Trademark Security Agreement for Mannington Mills, Inc#page3.tif source=Trademark Security Agreement for Mannington Mills, Inc#page4.tif source=Trademark Security Agreement for Mannington Mills, Inc#page5.tif source=Trademark Security Agreement for Mannington Mills, Inc#page6.tif source=Trademark Security Agreement for Mannington Mills, Inc#page7.tif source=Trademark Security Agreement for Mannington Mills, Inc#page8.tif source=Trademark Security Agreement for Mannington Mills, Inc#page9.tif source=Trademark Security Agreement for Mannington Mills, Inc#page10.tif source=Trademark Security Agreement for Mannington Mills, Inc#page11.tif source=Trademark Security Agreement for Mannington Mills, Inc#page12.tif source=Trademark Security Agreement for Mannington Mills, Inc#page13.tif source=Trademark Security Agreement for Mannington Mills, Inc#page14.tif source=Trademark Security Agreement for Mannington Mills, Inc#page15.tif source=Trademark Security Agreement for Mannington Mills, Inc#page16.tif source=Trademark Security Agreement for Mannington Mills, Inc#page17.tif source=Trademark Security Agreement for Mannington Mills, Inc#page18.tif source=Trademark Security Agreement for Mannington Mills, Inc#page19.tif source=Trademark Security Agreement for Mannington Mills, Inc#page20.tif	

MANNINGTON MILLS, INC.  
TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") made as of the 2nd day of March, 2012, by and between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("MMI"), and TPG SPECIALTY LENDING, INC. ("TPG"), in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Lenders, with an office at 888 Seventh Avenue, 38th Floor, New York, NY 10019.

WITNESSETH:

WHEREAS, MMI is the owner of certain trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, has rights under or interests in certain trademark license agreements or service mark license agreements with other parties and has an interest in other trademark rights and other items related to the foregoing;

WHEREAS, simultaneously with the execution and delivery of this Trademark Security Agreement, MMI is entering into (i) a Second Lien Loan Agreement (as from time to time amended, modified, restated or supplemented, the "Loan Agreement"), dated as of the date hereof, by and among MMI, Burke Industries (Delaware), Inc., a Delaware corporation ("BI (DE)"), Maneto (UK) 2 Limited, a company incorporated in England and Wales ("UK2", and together with MMI and BE (DE), each a "Borrower" and together, the "Borrowers"), the lenders from time to time parties thereto (the "Lenders") and the Agent, and (ii) a Security Agreement (as from time to time amended, modified, restated or supplemented, the "Security Agreement"), dated as of the date hereof, made by MMI and certain of its Affiliates in favor of the Agent;

WHEREAS, the Lenders and Agent have required, as a condition to their entering into and making Loans under the Loan Agreement, that MMI execute and deliver to Agent this Trademark Security Agreement in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and Agent to enter into the Loan Agreement and to make Loans to MMI and the other Borrowers thereunder, MMI hereby agrees with Agent, for the benefit of Agent and the ratable benefit of the Lenders, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security

Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(c) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Trademark Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, MMI 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 (other than the security interests in favor of the Working Capital Agent to the extent required by the terms of the Intercreditor Agreement), with power of sale to the extent permitted by applicable law, all of MMI's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of MMI's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, service marks, registered service marks, service mark applications and goodwill, together with the other items described in clauses (i)-(iv) in this paragraph 4(a), are hereinafter individually and/or collectively referred to as the "Trademarks");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether MMI is a licensee or licensor under any such license agreement, including, without limitation, the trademark license agreements and service mark license agreements relating to the manufacturing process listed on Schedule A attached hereto and made a part hereof, together with all renewals thereof and any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by MMI and now or hereafter covered by any such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and



(c) all other trademark and service mark rights and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records describing or used in connection with any and all such rights, interests, assets or property (any or all of the foregoing are hereinafter referred to collectively as "Other Trademark Rights").

5. Restrictions on Future Agreements. MMI will not (i) enter into any agreement, including, without limitation, any agreement in which MMI agrees to sell or assign its interest in, or grant any license under, any of the Trademarks, Licenses or Other Trademark Rights, (a) which could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (b) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing, and MMI further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Trademark Security Agreement or the rights associated with those Trademarks, Licenses or Other Trademark Rights, or (ii) sell, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license, alienate, assign its interest in, or grant any license under any of the Trademarks, Licenses or Other Trademark Rights except as expressly permitted under the Loan Agreement, provided however, that MMI shall have the right to license the use of the Trademarks in the ordinary course of its business.

6. New Trademarks, Licenses and Other Trademark Rights. MMI represents and warrants that (a) the Trademarks and Licenses listed on Schedule A of this Trademark Security Agreement include substantially all of the registered trademarks, trademark applications, registered service marks and service mark applications and manufacturing process Licenses now owned by MMI, (b) to its actual knowledge, the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (c) to its actual knowledge, each of the issued Trademarks is valid and enforceable; (d) to its actual knowledge, there is no infringement by others of the issued Trademarks and (e) no liens, claims or security interests have been granted by MMI to any Person in such Trademarks, Licenses and Other Trademark Rights, other than to the Working Capital Agent under the Working Capital Documents. If, prior to the termination of this Trademark Security Agreement, MMI shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, (ii) become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or Other Trademark Rights, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. MMI shall give to Agent written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence as set forth in Section 5.2(l) of the Loan Agreement. MMI hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks, service mark applications, trademark license agreements or service mark license agreements or license renewals (with

regards to trademark or service mark licenses, relating to the manufacturing process), whether as a licensee or licensor, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. MMI hereby agrees that the use by Agent on behalf of the Lenders of the Trademarks, Licenses and Other Trademark Rights as authorized hereunder in connection with the exercise of its remedies under paragraph 15 hereof, pursuant to Section 9.2 of the Loan Agreement or pursuant to Section 23 of the Security Agreement shall be coextensive with MMI's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to MMI.

8. Right to Inspect. Agent may at all reasonable times (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at MMI's expense) and extracts from and inspect MMI's premises and examine MMI's books, records and operations relating to the Trademarks, Licenses and Other Trademark Rights, including, without limitation, MMI's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of MMI's ordinary business operations. From and after the occurrence of an Event of Default, MMI agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by MMI under the Trademarks, Licenses or Other Trademark Rights or in connection with which such Trademarks, Licenses or Other Trademark Rights are used. MMI agrees not to change the quality of such products in any material adverse respect except (i) as necessary in its reasonable business judgment, provided that no Event of Default shall have occurred and be continuing or (ii) with Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Trademark Security Agreement is made for collateral security purposes only. This Trademark Security Agreement shall create a continuing security interest in the Trademarks, Licenses and Other Trademark Rights and shall remain in full force and effect until the payment in full of all of the Obligations and termination of the Loan Agreement. Upon payment in full of all of the Obligations and termination of the Loan Agreement, this Trademark Security Agreement shall terminate and Agent shall promptly execute and deliver to MMI, at MMI's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Licenses and Other Trademark Rights, subject to any disposition thereof which may have been made by Agent pursuant to this Trademark Security Agreement, the Security Agreement or the Loan Agreement.

10. Duties of MMI. MMI shall have the duty, to the extent desirable in the normal conduct of MMI's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Trademark Security Agreement, (ii) make application for trademarks or service marks and (iii) use commercially reasonable efforts to maintain in full force and effect the Trademarks, Licenses and Other Trademark Rights that are or shall be necessary or economically desirable in the operation of MMI's business. MMI further agrees not to abandon any Trademarks or (except in the ordinary course of MMI's business) License (x) if such event

could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (y) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing. Any expenses incurred in connection with the foregoing shall be borne by MMI.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Licenses and Other Trademark Rights and, if Agent shall commence any such suit, MMI shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. MMI shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, Attorney Costs).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by MMI of any provision of this Trademark Security Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between MMI and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of MMI contained in this Trademark Security Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to MMI specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

14. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence of an Event of Default, MMI hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as MMI's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in MMI's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse MMI's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Licenses or Other Trademark Rights, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Licenses or Other Trademark Rights to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Licenses (to the extent permitted under such License) or Other Trademark Rights to anyone on commercially reasonable terms, (iv) revise, update, amend, complete, file or record the Assignment of Trademark and Trademark Licenses Registrations and Applications

attached as Exhibit A hereto, as Agent may determine to be necessary or desirable to assign or otherwise transfer the Trademarks, Licenses and Other Trademark Rights covered by this Trademark Security Agreement to any Person, including, without limitation, Agent or any Lender and (v) take any other actions with respect to the Trademarks, Licenses or Other Trademark Rights as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (i), (ii), (iii), (iv), or (v) of this paragraph 15 without taking like action with respect to the entire goodwill of MMI's business connected with the use of, and symbolized by, such Trademarks, Licenses or Other Trademark Rights. MMI hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Loan Agreement shall have been terminated. MMI acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks, Licenses or Other Trademark Rights may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Part 6 of Article 9 of the UCC with respect to the Trademarks, Licenses and Other Trademark Rights, MMI agrees to assign, convey and otherwise transfer title in and to the Trademarks, Licenses and Other Trademark Rights to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments (in addition to the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto) as may be necessary, in Agent's determination, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Licenses and Other Trademark Rights, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Trademark Security Agreement, the Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Trademark Security Agreement shall be binding upon MMI and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. MMI's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assignee of the MMI; provided, however, that MMI shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

**17. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.**

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Agent's Duty. Agent shall not have any duty with respect to the Trademarks, Licenses or Other Trademark Rights. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Licenses or Other Trademark Rights against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of MMI and added to the Obligations secured hereby.


20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


22. Further Assurances. MMI hereby covenants and agrees that it shall execute and deliver such documents and instruments, and hereby authorizes Agent, in its own name or on behalf of MMI, to execute and deliver such documents and instruments, at MMI's expense, as Agent deems necessary or proper to give effect to the provisions of this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

**MANNINGTON MILLS, INC.,**  
a New Jersey corporation

By   
Name:  
Title:

ATTEST:

By   
Name:  
Title:

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

The foregoing Trademark Security Agreement was executed and acknowledged before me this 29<sup>th</sup> day of ~~March~~<sup>February</sup>, 2012, by FRANCIS J. NORRIS, personally known to me to hold the title of Senior Vice President at Mannington Mills, Inc., a New Jersey corporation, on behalf of such corporation.

(SEAL)

PAUL J. SOMELOFSKE  
Notary Public, State of New York  
No. 02SO6136677  
Qualified in New York County  
Commission Expires Nov. 14, 2009

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[Signature Page to Mannington Mills, Inc. Trademark Security Agreement]

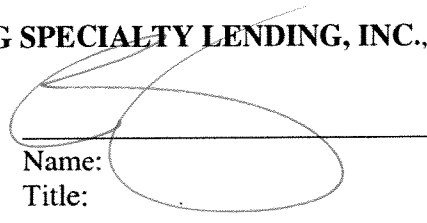
**TRADEMARK**  
**REEL: 004732 FRAME: 0355**



Accepted and agreed to as of  
the date first written above, by:

**TPG SPECIALTY LENDING, INC.**, as Agent

By

A large, handwritten signature in black ink, appearing to read "Joshua W. Eastorly", is written over a horizontal line. The signature is somewhat stylized and loops back.

Name:  
Title:

**Joshua W. Eastorly**  
Vice President

Schedule A  
to  
Trademark Security Agreement

Dated as of March 2, 2012

REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS, REGISTERED SERVICE  
MARKS AND SERVICE MARK APPLICATIONS

**3. Registered and Pending Trademarks**

ARGENTINA:

MANNINGTON (AND DESIGN), Reg. 1836077  
M MANNINGTON (AND DESIGN), Reg. 2100135 (Jul 19, 2016)  
MANNINGTON, Reg. 2263128 (Dec 9, 2018)

AUSTRALIA

M MANNINGTON (AND DESIGN), Reg. A544026  
M MANNINGTON (AND DESIGN), Reg. 1283957

BOLIVIA

MANNINGTON, Reg. 70476-C

BRAZIL

MANNINGTON (AND DESIGN), Reg. 821723138

CANADA

ABRUZZO, Reg. 684048  
AMERICAN RUSTICS, Reg. 638177  
ARCHITEXTURES, Reg. 529465  
ARCHITEXTURES GEO, Reg. 535645  
ARNO, Reg. 634149  
AURORA, Reg. 311387  
BENCHMARK, Reg. 597561  
BIOSPEC, Reg. 498160  
BOTICELLI, Reg. 634620  
BOTTOM LINE, Reg. 605292  
BRONZE SERIES, Reg. 523490  
BRUSHWORK, Reg. 584184  
CALABRIA, Reg. 643470  
CATANIA, Reg. 634766

CLEAN GETAWAY, Reg. 625129  
COLORPOINT, Reg. 636145  
COMFORTBARRIER, Reg. 534550  
COREWELD, Reg. 590222  
CORTONA, Reg. 633695  
CUSTOMSPEC, Reg. 481906  
CUSTOMSPEC II, Reg. 486929  
DESIGNER ESSENTIALS, Reg. 572922  
DIANA, Reg. 623982  
DONATELLO, Reg. 623338  
DURASTAR, Reg. 521096  
ENTREVES, Reg. 633352  
FRA ANGELICA, Reg. 623407  
FRANCESCA, Reg. 623317  
GOLD SERIES, Reg. 517248  
GUARDIAN, Reg. 653341  
IBACK, Reg. 556382  
I-BEAM BACKING, Reg. 655102  
ICORE, Reg. 578693  
ICORE (STYLIZED), Reg. 616616  
INNERCORE, Reg. 670424  
INSIGHT, Reg. 661908  
IT MUST BE MANNINGTON, Reg. 500989  
LIPARI, Reg. 634755  
LUMINESSE, Reg. 598033  
MAGELLAN OAK, Reg. 595320  
MAGNA, Reg. 555623  
MAGNA MICAFLC, Reg. 578704  
MAGNA MULTIFLEC, Reg. 575962  
MANNINGTON, Reg. 335482  
M MANNINGTON (DESIGN), Reg. 455974  
MANNINGTON CERAMIC TILE (& DESIGN), Reg. 471493  
MANNINGTON CLASSIC, Reg. 474239  
MANNINGTON GOLD, Reg. 457483  
MANNINGTON IMPRESSIONS COLLECTION, Reg. 501858  
MANNINGTON LAMINATE FLOORS (& DESIGN), Reg. 533455  
MANNINGTON NATURALS, Reg. 526926  
MANNINGTON VILLA, Reg. 551608  
MASSERIA, Reg. 634613  
NATURAL MANOR, Reg. 555109  
NATURAL VILLAGE, Reg. 557017  
NATURE FORM REFLECTIVES, Reg. 597824  
NATUREFORM, Regs. 501758, 554187, 562491 and 635647  
NATUREFORM TEXTURES, Reg. 597560  
NATURESCAPE, Reg. 546361  
NATURE'S CHOICE, Reg. 597704  
PARMA, Reg. 698657  
PERUGIA, Reg. 634869  
PRO BAC, Reg. 336487  
PROESSENTIALS, Reg. 533452  
RAVENNA, Reg. 634732

RENAISSANCE COLLECTION, Reg. 479163  
SAVONA, Reg. 633946  
SEE AND FEEL THE DIFFERENCE, Reg. 585171  
SILVER SERIES, Reg. 521722  
SNAP&FIT, Reg. 566566  
SOLIDPOINT, Reg. 591136  
TECHSTAR, Reg. 491820  
TRADITIONAL COLLECTION, Reg. 563440  
TRADITIONAL MANOR, Reg. 556827  
TRADITIONAL VILLAGE, Reg. 557016  
TUSCAN VALLEY, Reg. 623462  
VALUE LOCK, Reg. 644685  
VEGA, Reg. 322793  
VEGA II, Reg. 429485  
VEGA III, Reg. 581643  
VESUVIO, Reg. 634754  
VIEWPOINT, Reg. 620715  
WHAT'S NEXT IN FLOORING, Reg. 606953

CHILE

MANNINGTON, Reg. 510641 and 652510  
INDIAN HEAD DESIGN, Reg. 391636  
WELLCO, Reg. 545670

CHINA

MANNINGTON, Reg. 1504925  
MANNINGTON, Reg. 7115572

GUATEMALA

M MANNINGTON (& DESIGN), Reg. 112496

HONG KONG

MANNINGTON (& DESIGN), Reg. 200010078  
M MANNINGTON (& DESIGN), Reg. 200010058

INDIA

M MANNINGTON (& DESIGN), App. 1941881

JAPAN

MANNINGTON (& DESIGN), Reg. 04394508  
MANNINGTON, Reg. 04394507  
MANNINGTON (STYLIZED), Reg. 2557719

KOREA

MANNINGTON, Reg. 474118  
MANNINGTON (& DESIGN), Reg. 235102

MEXICO

M MANNINGTON (& DESIGN), Reg. 724707  
MANNINGTON, Reg. 724708

NEW ZEALAND

M MANNINGTON (& DESIGN), Reg. 205550  
MANNINGTON BRONZE SERIES, Reg. 208794  
MANNINGTON GOLD, Reg. 209557  
MANNINGTON GOLD SERIES, Reg. 208792  
MANNINGTON SILVER SERIES, Reg. 208793

PARAGUAY

MANNINGTON (& DESIGN), Reg. 221482

PERU

MANNINGTON, Reg. 32611

SAUDI ARABIA

MANNINGTON (& DESIGN), Reg. 522182

SINGAPORE

M MANNINGTON (& DESIGN), Reg. T99/05059Z  
MANNINGTON, Regs. T99/05061A and T99/14976F  
MANNINGTON (& DESIGN), Reg. T99/14975H

TAIWAN

M MANNINGTON (& DESIGN), Reg. 931842  
MANNINGTON, Reg. 937111  
MANNINGTON, Reg. 961003  
MANNINGTON (& DESIGN), Reg. 966215

UNITED ARAB EMIRATES

M MANNINGTON (& DESIGN), Reg. 27091

UNITED STATES

MARK	Reg/Ser No.	8/15/Renewal Date
*ABERDEEN	*85272150	

ABRUZZO	3056889	Feb. 7, 2012
ACTIONS SPEAK	3000313	Sep. 27, 2015
ADURA	2972459	Jul. 19, 2015
AMERICAN LEGACY	2875443	Aug. 17, 2014
AMERICAN RUSTICS	2745620	Aug. 5, 2013
AQUALOC	1656340	Jul 26, 2021
ARCHITEXTURES	2217753	Jun 19, 2015
ARTCRAFT	2929480	Mar 1, 2015
ASSURANCE SQUARED	3857371	Oct. 5, 2020
BENCHMARK	2987116	Aug 23, 2015
BENNELONG CHERRY	3415882	Apr 22, 2013
BIOSPEC	2156493	Jun 24, 2018
BOTICELLI	2772514	Oct 7, 2013
BROAD RIVER HICKORY	3490385	Aug 19, 2013
BRUSHWORK	2586030	Jun 25, 2012
CACHE	3740857	Jan 25, 2015
CALABRIA	2952350	May 17, 2015
CALIFORNIA PLANK	1471410	May 16, 2018
CAMEO	2998821	Sep 20, 2015
CETERA	3745255	Feb 2, 2015
CHARLESTON OAK PLANK	2693154	Mar 4, 2013
CHOICES THAT WORK	3520517	Oct 21, 2013
CLEARTAC	2244463	Jun 23, 2018
*COASTLINE	*85428927	
*COASTLINE FLEXIBLE TX ROLL COVE BASE	*85428937	
COLORPOINT	2753872	Aug 19, 2013
COLORSCAPE	3781993	Apr 27, 2015
COLORSPEC	3781994	Apr 27, 2015
COMFORTBARRIER	2349062	Apr 12, 2020
CONFIGURE	77566606	
CONNECTSTEP	3994393	Jul 12, 2016
CONTOUR	77568844	
COORDINATIONS	2944480	Apr 26, 2015
COREWELD	2530604	Jan 12, 2022
*CORNER READY BY BURKE	*85382228	
CUSTOMSPEC II	2011611	Apr 28, 2014
DELTABAC	1932180	Oct 31, 2015
DESIGN CENTER	1389932	Apr 15, 2016
DESIGNER ESSENTIALS	3895880	Dec 28, 2015
DIAMOND BAY	3825790	Jul 27, 2015
*DISSOLVE	*85272105	
*DURATION	*85367727	
*EARTHLY ELEMENTS	*85195456	
ECOCORE	2799825	Dec 30, 2013
EDGE EFFECTS	3734938	Jan 5, 2015
EDGEGUARD	3994392	Jul 12, 2016
EFFECTUAL	3994382	Jul 12, 2016
EMBRACING HEALTH AND	3213739	Feb 27, 2012

IMPROVING LIFE		
*ENFORCER	*3992701	Jul 12, 2016
*ENLIGHTEN	*85326280	
*EPX PREMIUM PERFORMANCE NYLON	*85172430	
FINE FIELDS	2988747	Aug 30, 2015
FRA ANGELICA	2757376	Aug 26, 2013
*FRE LOCK	*85139045	
HAMILTON CHERRY	3336719	Nov 13, 2012
I-BEAM BACKING	2878612	Aug 31, 2014
ICONIC	3745254	Feb 2, 2015
ICORE	2486039	Sep 4, 2021
ICORE (STYLIZED)	2642843	Oct 29, 2012
ILLUSION	77568530	
INFINITY	2731127	Jul 1, 2013
INNERCORE	2541256	Feb 19, 2012
INSIGHT	2905418	Nov 30, 2013
INSPIRATIONS	2947519	May 10, 2015
INTEGRA HP, Reg.	3707758	Nov 10, 2014
JUMPSTART	3009181	Oct 25, 2015
LIFELINES	2898770	Nov 2, 2014
LOCKSOLID TECHNOLOGY	3955783	May 3, 2016
LOOP	3537712	Nov 25, 2013
LYNNHAVEN MAPLE	3529161	Nov 4, 2013
MACRO-TEC	1734993	Dec 27, 2012
MAGELLAN OAK	2744227	Jul 29, 2013
 MANNINGTON	2835231	Apr 20, 2014
 MANNINGTON	*3916809	Feb 8, 2016
MAGNA MULTIFLEC	2381790	Mar 1, 2020
MANNINGTON	1310196	Jun 29, 2014
MANNINGTON	1563368	Oct 19, 2019
MANNINGTON	2622977	Sep 24, 2012
MANNINGTON (DESIGN)	2703702	Apr 8, 2013
MANNINGTON (STYLIZED)	1711884	Jun 3, 2012
MANNINGTON CERAMIC	3683429	Sep 15, 2014
MANNINGTON COMMERCIAL	1873006	Dec 7, 2014
MANNINGTON COMMERCIAL	2578021	Jun 11, 2012
MANNINGTON COMMERCIAL	2654332	Nov 26, 2012
MANNINGTON COMMERCIAL	3799474	Jun 8, 2015
MANNINGTON MLOCK (& DES)	2710095	Apr 22, 2013
MANNINGTON NATURALS	2241023	Nov 4, 2018
MANNINGTON PORCELAIN TILE	2792615	Dec 9 2013
*MANNINGTON QUANTUM NYLON	85432644	
MANNINGTON REVOLUTIONS	3130289	Aug 15, 2012
MANNINGTON WORKS	3859811	Oct 12, 2015
MANNINGTON XPRESS	3731771	Dec 29, 2014
MARBHD	77843150	
MARQUEE	3772648	Apr 6, 2015

MASSERIA	2760165	Sep 2, 2013
MCARE	3929657	Mar 8, 2016
M-GUARD	3552093	Dec 23, 2013
NATURE FORM	2592420	Jul 9, 2012
NATUREFORM	2198971	Oct 18, 2018
NATUREFORM	2466669	Jun 27, 2021
NATURE'S PATHS	3230776	Apr 17, 2012
OPERA	3101175	Jun 6, 2012
OPTICEDGE	3643960	Jun 23, 2014
OPTIMUM EDGE	3752979	Feb 23, 2015
PALERMO STONE	3299611	Sep 25, 2012
PARMA	2789642	Dec 2, 2013
PERUGIA	2757377	Aug 26, 2013
PREMIUM EDGE	4029124	Sep 20, 2016
PRIMUS	3481889	Aug 5, 2013
PROGRESSIONS	4050171	Nov 1, 2016
PROSHIELD	3636927	Jun 9, 2014
QUANTUM GUARD	3481179	Aug 5, 2013
QUICKSILVER	1876013	May 26, 2015
*RAINFALL	85272083	
RAJA SLATE	3299610	Sep 25, 2012
RAVENNA	3169050	Nov 7, 2012
REALITIES	2977931	Aug 4, 2014
RELAY	3369815	Jan 15, 2013
RESET	3929637	Mar 8, 2016
REVOLVE	3499938	Sep 9, 2013
REWIND	77865554	
*SAFEGUARD SR	85431677	
SAFEWALKS	3163867	Oct 24, 2012
SAVONA	2911513	Dec 14, 2014
SCRATCH RESIST	3753634	Mar 2, 2015
SOBELLA	3642935	Jun 23, 2014
SOLIDPOINT	2605843	Aug 6, 2012
SOPHISTICATE	3743108	Jan 26, 2015
STAND ON A BETTER WORLD AWARDS	3381258	Feb 12, 2013
TEATRO	2963519	Jun 21, 2015
*TEXO	85463401	
TEXTURE-TWIST	2915903	Jan 4, 2015
TRADE WINDS	3218396	Mar 13, 2012
TUSCAN VALLEY	2872432	Aug 10, 2014
ULTRA-BAC	1954127	Jan 26, 2016
V2TECH	3640819	Jun 22, 2014
VALUE LOCK	2840930	May 11, 2014
VEGA III	2549674	Mar 19, 2012
VESUVIO	2911512	Dec 14, 2014
XGUARD	3291415	Sep 11, 2012
YELLOWBLOCK	3390209	Feb 26, 2013
WHISPER 3NI	3722978	Dec 8, 2014



## LICENSE AGREEMENTS

### MMI as Licensee

12/31/02 – E.I. DuPont de Nemours and Company TEFLON trademark license

9/8/03 – E.I. DuPont de Nemours and Company STAINMASTER trademark license

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

7/1/06 – Trademark license from Invista to use STAINMASTER mark, amended  
12/21/2007

### MMI as Licensor

2/7/05 – Losetas Asfálticas, S.A. de S.V. (Vinylasa) Supply Agreement with Trademark License for vinyl composition tile products

3/10/05 – Pharr Yarns, LLC Supply Agreement with Trademark License for yarn processing

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

5/6/10 (amended 6/24/2010) - – Novalis Holdings Ltd. Manufacturing and Trademark License Agreement for sole purpose of manufacture, production, labeling, sale, and advertising of luxury vinyl flooring products

Exhibit A  
to  
Trademark Security Agreement

ASSIGNMENT OF TRADEMARK AND TRADEMARK LICENSE REGISTRATIONS AND APPLICATIONS

WHEREAS, MANNINGTON MILLS, INC. ("Assignor"), a New Jersey corporation with an address at 75 Mannington Mills Road, Salem, New Jersey 08079, has adopted, used and is using certain Trademarks and Trademark Licenses listed on Schedule A annexed hereto and has made applications to use certain Trademarks and Trademark Licenses listed on such Schedule, such Schedule being made a part hereof (the Trademarks and Trademark Licenses, collectively, the "Trademarks and Licenses"), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to \_\_\_\_\_ all of its right, title and interest in and to each of the Trademarks and Licenses together with the goodwill of the business symbolized by the Trademarks and Licenses, and their respective federal registrations.

DATED: \_\_\_\_\_,

ATTEST:

MANNINGTON MILLS, INC.

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Title: