

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Amendment to Mannington Mills, Inc. Second Amended and Restated 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:	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: 21		
Property Type	Number	Word Mark
Registration Number:	3994393	CONNECTSTEP
Registration Number:	3213739	EMBRACING HEALTH, IMPROVING LIFE
Registration Number:	3992701	ENFORCER
Registration Number:	2988747	FINE FIELDS
Registration Number:	3916809	M MANNINGTON
Registration Number:	2578021	MANNINGTON COMMERCIAL
Registration Number:	3169050	RAVENNA
Serial Number:	85272150	ABERDEEN
Serial Number:	85428927	COASTLINE
Serial Number:	85428937	COASTLINE FLEXIBLE TS ROLL COVE BASE
Serial Number:	85382228	CORNER READY BY BURKE
Serial Number:	85272105	DISSOLVE
Serial Number:	85367727	DURATION

CH \$540.00 3994393

Serial Number:	85195456	EARTHLY ELEMENTS
Serial Number:	85326280	ENLIGHTEN
Serial Number:	85172430	EPX PREMIUM PERFORMANCE NYLON
Serial Number:	85139045	FRÉ LOCK
Serial Number:	85432644	MANNINGTON QUANTUM NYLON
Serial Number:	85272083	RAINFALL
Serial Number:	85431677	SAFEGUARD SR
Serial Number:	85463401	TEXO

CORRESPONDENCE DATA

Fax Number: (212)836-6337
 Phone: 212-836-7319
 Email: psomelofske@kayescholer.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	03/07/2012

Total Attachments: 7
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THIRD AMENDMENT
TO
MANNINGTON MILLS, INC.
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Third Amendment to Second Amended and Restated Trademark Security Agreement (this "Amendment"), is made and entered into as of March 2, 2012 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 Secured Parties (as defined in the Sixth 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, dated as of December 16, 2005, as amended by the First Amendment to Second Amended and Restated Trademark Security Agreement, dated as of June 20, 2008, and the Second Amendment to Second Amended and Restated Trademark Security Agreement, dated as of May 20, 2010 (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 Secured Parties, 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 (as defined in the Sixth Amended and Restated Loan Agreement), Borrower hereby grants to Agent, for the benefit of the Agent and the Secured Parties, 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 Secured Parties 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 Sixth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., Maneto (UK) 2 Limited, the other borrowers from time to time party thereto, the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Sixth 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 (as defined in the Sixth Amended and Restated Loan Agreement, including any and all U.S. Obligations, UK Obligations and German Obligations). In addition, Borrower hereby confirms that, notwithstanding anything to the contrary contained in the Trademark Security Agreement, such grant of a security interest and lien shall be for the benefit of the Agent for the ratable benefit of the Secured Parties.

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.

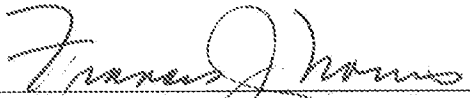
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format)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

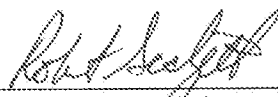
IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

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:

MARK	Reg/Ser No.	8/15/Renewal Date
*ABERDEEN	*85272150	
*COASTLINE	*85428927	
*COASTLINE FLEXIBLE TX ROLL COVE BASE	*85428937	
CONNECTSTEP	3994393	Jul 12, 2016
*CORNER READY BY BURKE	*85382228	
*DISSOLVE	*85272105	
*DURATION	*85367727	
*EARTHLY ELEMENTS	*85195456	
EMBRACING HEALTH AND IMPROVING LIFE	3213739	Feb 27, 2012
*ENFORCER	*3992701	Jul 12, 2016
*ENLIGHTEN	*85326280	
*EPX PREMIUM PERFORMANCE NYLON	*85172430	
FINE FIELDS	2988747	Aug 30, 2015
*FRE LOCK	*85139045	
 MANNINGTON	*3916809	Feb 8, 2016
MANNINGTON COMMERCIAL	2578021	Jun 11, 2012
*MANNINGTON QUANTUM NYLON	85432644	
*RAINFALL	85272083	
RAVENNA	3169050	Nov 7, 2012
*SAFEGUARD SR	85431677	
*TEXO	85463401	

Foreign Trademarks:

ARGENTINA:

M MANNINGTON (AND DESIGN), Reg. 2100135 (Jul 19, 2016)

AUSTRALIA

M MANNINGTON (AND DESIGN), Reg. 1283957

CANADA

ABRUZZO, Reg. 684048
ARCHITEXTURES, Reg. 529465
ARCHITEXTURES GEO, Reg. 535645
GUARDIAN, Reg. 653341
I-BEAM BACKING, Reg. 655102
INNERCORE, Reg.. 670424
INSIGHT, Reg. 661908
LIPARI, Reg. 634755
PARMA, Reg. 698657
VEGA III, Reg. 581643

CHINA

MANNINGTON, Reg. 7115572

GUATEMALA

M MANNINGTON (& DESIGN), Reg. 112496

INDIA

M MANNINGTON (& DESIGN), App. 1941881

MEXICO

MANNINGTON, Reg. 724708

TAIWAN

MANNINGTON, Reg. 961003

License Agreements Involving Trademarks:

Grantor 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

Grantor as Licensor

2/7/05 – Loetas 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