

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as U.S. Administrative Agent		05/07/2012	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Red Ash Capital Partners II Limited Partnership,		
Street Address:	80 NEW BOND STREET		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 1SB		
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2453792	B	
Registration Number:	2449828		
Registration Number:	2488359		
Registration Number:	2224793	RAVELGUARD	
Registration Number:	2224794	ZIPPERGUARD	
Registration Number:	2352275	RAVELGUARD	
Registration Number:	2488356		
Registration Number:	2488355		
Registration Number:	2488357		
Registration Number:	2488358		
Registration Number:	2488360		
Registration Number:	2439221	B BARRETT CARPETS	
Registration Number:	2523098		
Registration Number:	2680397	ANGEL PROOF	

TRADEMARK

Registration Number:	2649172	ANGEL PROOF
Registration Number:	3070994	FLUIDGUARD
Registration Number:	3076770	PROSTEP
Registration Number:	3129071	PROSTEP 18

**CORRESPONDENCE DATA**

Fax Number: 310-229-10  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 310-728-3612  
Email: dplucinski@akingump.com  
Correspondent Name: Daniel Plucinski  
Address Line 1: 2029 Century Park East  
Address Line 2: Suite 2400  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 690663.0001

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Daniel F. Plucinski

Signature: /s/ Daniel F. Plucinski

Date: 05/09/2012

Total Attachments: 5  
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## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Assignment") is made effective as of May [ ], 2012 from Bank of Montreal, as U.S. Administrative Agent ("ASSIGNOR"), to Red Ash Capital Partners II Limited Partnership, a limited partnership organized under the laws of the United Kingdom ("ASSIGNEE"). Unless otherwise defined herein, or the context otherwise requires, terms used in this Assignment, including its preamble and recitals, have the meanings provided in, or by reference in, the Senior Credit Agreement referred to below.

WHEREAS, the Assignor is party to that certain Credit and Guarantee Agreement dated as of June 28, 2007, among Strudex Fibres Limited, Kraus Inc. and Kraus Canada Inc. as Canadian Borrowers and Guaranteeing Parties, Barrett Carpet Mills, Inc. ("Barrett") and Kraus USA, Inc., as U.S. Borrowers and Guaranteeing Parties, the other Guaranteeing Parties thereto, National Bank of Canada (as Canadian Administrative Agent) and Bank of Montreal, as U.S. Administrative Agent (together with the National Bank of Canada, the "Resigning Administrative Agents") and the financial institutions party thereto as lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Credit Agreement");

WHEREAS, pursuant to the Trademark Collateral Agreement (the "Trademark Collateral Agreement"), dated as of June 28, 2007, Barrett granted to the Assignor, on behalf of the Secured Creditors, a security interest in certain Collateral, including certain trademarks, trade names and service marks registered or pending with the United States Patent and Trademark Office as set forth in Schedule I hereto (collectively, the "Trademarks") as collateral security for the prompt and complete payment and performance of the Secured Obligations under the Secured Credit Agreement;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Master Assignment Agreement, dated as of May 4, 2012, whereby the Resigning Administrative Agents have agreed to transfer to the ASSIGNEE all of their rights, titles and interests in and to the Senior Credit Agreement and the other Credit Documents, including the Trademark Collateral Agreement (the "Succession").

WHEREAS, in connection with the Succession, Assignor intends to assign its security interests in the assets of the Credit Parties, including without limitation, the Trademarks, and Assignee desires to acquire Assignor's security interests in, to and under the Trademarks, as collateral security for the prompt and complete payment and performance of the Secured Obligations under the Senior Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby transfers and assigns (without representation, recourse or warranty of any kind) to the Assignee, Assignor's security interests in and to the Trademarks, including, without limitation, the registrations and applications set forth on Schedule I, all proceeds thereof, and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized thereby by any of the foregoing:

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

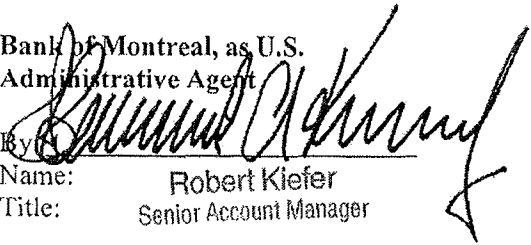
The Assignor agree that it shall, at the reasonable request and at the expense of the Assignee, do all such further acts and things and execute and deliver such further instruments, documents, security registrations, matters, papers and assurances as are reasonably necessary or desirable for effectuating this Assignment.

This Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Bank of Montreal, as U.S.  
Administrative Agent

By:   
Name: Robert Kiefer  
Title: Senior Account Manager

**Red Ash Capital Partners II Limited  
Partnership**

By: Pinnacle Capital Resources Limited,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page – Assignment of Security Interest in Trademarks]


IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**Bank of Montreal, as U.S.  
Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

**Red Ash Capital Partners II Limited  
Partnership**

By: Pinnacle Capital Resources Limited,  
its general partner

By:   
Name: C. Emmott  
Title: Investment Director.

[Signature Page – Assignment of Security Interest in Trademarks]

## Schedule I

Trademark	Registration Number	Registration Date
Stylized "B"	2,453,792	May 22, 2001
Pressure Beck Dyed Icon	2,449,828	May 8, 2001
Continuous Filament Yarn Icon	2,488,359	September 11, 2001
Ravelguard	2,224,793	February 16, 1999
Zipperguard	2,224,794	February 16, 1999
Ravelguard Design Logo	2,352,275	May 23, 2000
Stain/Soil Resistance Icon	2,488,356	September 11, 2001
Stain Proof Icon	2,488,355	September 11, 2001
Static Control Icon	2,488,357	September 11, 2001
Digital Yarn Placement Icon	2,488,358	September 11, 2001
Colorfast Icon	2,488,360	September 11, 2001
B Barrett Carpets & Design	2,439,221	March 27, 2001
Precision Icon	2,523,098	December 25, 2001
Angel Proof & Design	2,680,397	January 28, 2003
Angel Proof	2,649,172	November 12, 2002
Fluidguard	3,070,994	March 21, 2006
Pro step	3,076,770	April 4, 2006
Prostep 18	3,129,071	August 15, 2006

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