

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535703

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		08/06/2019	Corporation: NEW JERSEY
Amtico Holdings USA, LLC		08/06/2019	Limited Liability Company: DELAWARE
Amtico USA, LLC		08/06/2019	Limited Liability Company: DELAWARE
Burke Industries (California), LLC		08/06/2019	Limited Liability Company: CALIFORNIA
Burke Industries (Delaware), LLC		08/06/2019	Limited Liability Company: DELAWARE
MANETO, INC.		08/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 160

Property Type	Number	Word Mark
Registration Number:	1063868	BURKE INDUSTRIES
Registration Number:	1188755	ENDURA
Registration Number:	1355586	MAXXI-TREAD
Registration Number:	1339210	BURKEBASE
Registration Number:	1372591	DOCKSIDERS
Registration Number:	1518089	ROULEAU
Registration Number:	1787537	FLECKSIBLES
Registration Number:	1851494	MERCER
Registration Number:	1829424	UNI-COLOR
Registration Number:	3359028	STEP-BOND
Registration Number:	3359093	UNI-STEP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3835612	ECOFITNESS
Registration Number:	1310196	MANNINGTON
Registration Number:	1389932	DESIGN CENTER
Registration Number:	1563368	MANNINGTON
Registration Number:	1471410	CALIFORNIA PLANK
Registration Number:	1656340	AQUALOC
Registration Number:	1873006	MANNINGTON COMMERCIAL
Registration Number:	1734993	MACRO-TEC
Registration Number:	1876013	QUICKSILVER
Registration Number:	1932180	DELTABAC
Registration Number:	1954127	ULTRA-BAC
Registration Number:	2156493	BIOSPEC
Registration Number:	5497736	BIOSPEC MD
Registration Number:	2381790	MAGNA MULTIFLEC
Registration Number:	2486039	ICORE
Registration Number:	2586030	BRUSHWORK
Registration Number:	2466669	NATUREFORM
Registration Number:	2592420	NATURE FORM
Registration Number:	2530604	COREWELD
Registration Number:	2622977	MANNINGTON
Registration Number:	2905418	INSIGHT
Registration Number:	2731127	INFINITY
Registration Number:	2549674	VEGA III
Registration Number:	2578021	MANNINGTON COMMERCIAL
Registration Number:	2605843	SOLIDPOINT
Registration Number:	2753872	COLORPOINT
Registration Number:	2840930	VALUE LOCK
Registration Number:	2654332	MANNINGTON COMMERCIAL
Registration Number:	2792615	MANNINGTON PORCELAIN TILE
Registration Number:	2835231	M MANNINGTON
Registration Number:	2870305	REALITIES
Registration Number:	2898770	LIFELINES
Registration Number:	3009181	JUMPSTART
Registration Number:	2929480	ARTCRAFT
Registration Number:	2915903	TEXTURE-TWIST
Registration Number:	3130289	MANNINGTON REVOLUTIONS
Registration Number:	2987116	BENCHMARK
Registration Number:	3000313	ACTIONS SPEAK

Property Type	Number	Word Mark
Registration Number:	3230776	NATURE'S PATHS
Registration Number:	3643960	OPTICEDGE
Registration Number:	3291415	XGUARD
Registration Number:	4964858	COLORFIELDS
Registration Number:	3640819	V2TECH
Registration Number:	3857371	ASSURANCE SQUARED
Registration Number:	4029124	PREMIUM EDGE
Registration Number:	3825790	DIAMOND BAY
Registration Number:	3994382	EFFECTUAL
Registration Number:	3994392	EDGEGUARD
Registration Number:	3994393	CONNECTSTEP
Registration Number:	3929637	RESET
Registration Number:	3929657	MCARE
Registration Number:	3955783	LOCKSOLID TECHNOLOGY
Registration Number:	3916809	M MANNINGTON
Registration Number:	3992701	ENFORCER
Registration Number:	4113154	DURATION
Registration Number:	4752602	TRUPLANK
Registration Number:	5022948	XPRESSSTEP
Registration Number:	2241023	MANNINGTON NATURALS
Registration Number:	2198971	NATUREFORM
Registration Number:	2244463	CLEARTAC
Registration Number:	2349062	COMFORTBARRIER
Registration Number:	2972459	ADURA
Registration Number:	3552093	M-GUARD
Registration Number:	3481179	QUANTUM GUARD
Registration Number:	3731771	MANNINGTON XPRESS
Registration Number:	3499938	REVOLVE
Registration Number:	3722978	WHISPER 3N1
Registration Number:	4324436	MARBHD
Registration Number:	3520517	CHOICES THAT WORK
Registration Number:	3753634	SCRATCH RESIST
Registration Number:	3781993	COLORSCAPE
Registration Number:	3781994	COLORSPEC
Registration Number:	3752979	OPTIMUM EDGE
Registration Number:	3734938	EDGE EFFECTS
Registration Number:	3745254	ICONIC
Registration Number:	3745255	CETERA

Property Type	Number	Word Mark
Registration Number:	4214197	ILLUSION
Registration Number:	3772648	MARQUEE
Registration Number:	3743108	SOPHISTICATE
Registration Number:	3740857	CACHE
Registration Number:	3707758	INTEGRA HP
Registration Number:	3642935	SOBELLA
Registration Number:	3799474	MANNINGTON COMMERCIAL
Registration Number:	4272671	FRÉ LOCK
Registration Number:	4265119	RAINFALL
Registration Number:	4265120	DISSOLVE
Registration Number:	4377463	AMERICAN PRIDE
Registration Number:	1651500	RUBBERMYTE
Registration Number:	3537712	LOOP
Registration Number:	4811044	AURORA
Registration Number:	5060176	THE DIVERGENT COLLECTION
Registration Number:	4836347	TRULOC
Registration Number:	4850133	TRUTILE
Registration Number:	5060371	INSIGHT PLUS GB
Registration Number:	4873327	RESTORATION COLLECTION
Registration Number:	4836804	WORKPLACE
Registration Number:	4836886	VIVENDI
Registration Number:	5023760	TELES
Registration Number:	5224238	QUICKSTIX
Registration Number:	5224253	FOUNDATIONS BY MANNINGTON
Registration Number:	5429157	MANNINGTON CHOICE
Registration Number:	5151302	SPACIA
Registration Number:	5449419	MANNINGTON SELECT
Registration Number:	5402894	SPILLSHIELD
Registration Number:	5337213	REVIVE
Registration Number:	5449875	BRING HAPPY HOME
Registration Number:	5449874	REVIVE BY MANNINGTON
Registration Number:	5415860	CONNECTED
Registration Number:	5286432	ENTWINED
Registration Number:	5286431	PARADIGM
Registration Number:	5291178	GUARDIAN
Registration Number:	5346426	WALKWAY
Registration Number:	5433128	UPTOWN
Registration Number:	599853	

Property Type	Number	Word Mark
Registration Number:	4449866	ADURA TRULOC
Registration Number:	4382836	MANNINGTON RESIDENTIAL
Registration Number:	4520857	VEGA II
Registration Number:	5106319	ADURA MAX
Registration Number:	5530628	MANNINGTON SILENT SOLUTION
Registration Number:	5581524	QUANTUM GUARD ELITE
Registration Number:	5758162	ACCORD
Registration Number:	5602152	PERPETUAL
Registration Number:	5531311	TERRENE
Registration Number:	5525982	MANNINGTON CROWN COLLECTION
Registration Number:	5520795	CITY PARK
Registration Number:	5671042	FLOORARMOR
Registration Number:	5613079	FREESTYLE
Registration Number:	5613159	PRIMARY ELEMENTS
Registration Number:	5746475	FLOORS DESIGNED TO BE LIVED ON
Registration Number:	5657414	CITY HUB
Registration Number:	5663023	QUANTUM GUARD PRO
Registration Number:	5770907	CIRRO
Registration Number:	5621041	THE PORTLAND PROJECT
Registration Number:	5771021	NORTHERN WONDER
Registration Number:	5777735	CRAFTED WITH PURPOSE
Registration Number:	1740613	KYMERA
Serial Number:	87109176	MANNINGTON PRIME
Serial Number:	87157951	SPACIA ACCESS
Serial Number:	87206823	CREATIVE CHOICE BY MANNINGTON
Serial Number:	87609658	ADURA RIGID
Serial Number:	87609655	ADURA FLEX
Serial Number:	87837055	THE DISCOVERY COLLECTION
Serial Number:	87880737	OPEN RANGE
Serial Number:	88005822	MGFLEECE
Serial Number:	88144340	UNINTERRUPTED
Serial Number:	88238376	THE AVENUES COLLECTION
Serial Number:	88327365	NO RESERVATIONS COLLECTION
Serial Number:	88356341	MIXED MONOLITH
Serial Number:	88423226	THE DRIFT COLLECTION

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 PARK AVE, 28TH FLOOR
Address Line 2: C/O PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1115852 TM SA
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	08/07/2019

Total Attachments: 28

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made and entered into as of August 6, 2019, by the Grantors listed on the signature pages hereto (each, a “Grantor” and collectively, “Grantors”), in favor of Royal Bank of Canada, in its capacity as Agent (together with any successor in such capacity, the “Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, each Grantor 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, Mannington Mills, Inc., a New Jersey corporation (“MMI”), Amtico USA, LLC, a Delaware limited liability company (“Amtico USA”), Burke Industries (Delaware), LLC, a Delaware limited liability company (“BI (DE)”), the Guarantors party thereto, the Lenders and the Agent, have entered into that certain Credit Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), in which among other things, the Guarantors agreed to guarantee the full payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, MMI, Amtico USA, BI (DE), the other Grantors party thereto and the Agent are parties to that certain Security Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in which among other things, the Grantors agreed to grant a continuing security interest in, lien on, assignment of and right to set off against all Collateral (as defined in the Security Agreement); and

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and Agent to enter into the Credit Agreement, and to make Loans to MMI and the other Borrowers thereunder and make other financial accommodations, the Grantors hereby agree, for the benefit of Agent and the ratable benefit of the Secured Parties under the Credit Agreement, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit 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 Credit Agreement. The Credit 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, each Grantor 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 Grantors’:

(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 Grantors’ 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 such Grantor 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 Grantors 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. Grantors will not (i) enter into any agreement, including, without limitation, any agreement in which Grantors agree 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 each Grantor 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 Credit Agreement; provided, however, that such Grantor 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. Each Grantor 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 such Grantor, (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 such Grantor to any Person in such Trademarks, Licenses and Other Trademark Rights, other than to Agent under the Credit Agreement. If, prior to the termination of this Trademark Security Agreement, any Grantor 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. Each Grantor shall give to Agent prompt written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence. Each Grantor 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 licensee or licensor, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Each Grantor hereby agrees that the use by Agent on behalf of the Secured Parties 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 9.10 of the Credit Agreement or pursuant to Section 23 of the Security Agreement shall be coextensive with Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantors.

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 Grantors' expense) and extracts from and inspect Grantors' premises and examine Grantors' books, records and operations relating to the Trademarks, Licenses and Other Trademark Rights, including, without limitation, Grantors' quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Grantors' ordinary business operations. From and after the occurrence of an Event of Default, each Grantor 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 any Grantor under the Trademarks, Licenses or Other Trademark Rights or in connection with which such Trademarks, Licenses or Other Trademark Rights are used. Each Grantor 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 Credit Agreement. Upon payment in full of all of the Obligations and termination of the Credit Agreement, this Trademark Security Agreement shall terminate and Agent shall promptly execute and deliver to Grantors, at Grantors' 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 Credit Agreement.

10. Duties of Grantors. Each Grantor shall have the duty, to the extent desirable in the normal conduct of Grantors' 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 Grantors' business. Each Grantor further agrees not to abandon any Trademarks or (except in the ordinary course of Grantors' 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 Grantors.

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, each Grantor 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. Each Grantor 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 any Grantor 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 such Grantor 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 Grantors 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 Grantors 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, each Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in such Grantor's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse such Grantor'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 Secured Party 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 Grantors' business connected with the use of, and symbolized by, such Trademarks, Licenses or Other Trademark Rights. Each Grantor 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 Credit Agreement shall have been terminated. Each Grantor 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 Credit 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, each Grantor 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 Credit 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 Credit Agreement and any other Loan Document.

16. Successors and Assigns. This Trademark Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Each Grantor'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 such Grantor; provided, however, that Grantors shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. Submission to Jurisdiction. Each Grantor and each other party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Trademark Security Agreement or any other Loan Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction in the courts of any jurisdiction in connection with the exercise of any rights under any Security Document.

18. Venue. Each Grantor and each other party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in Paragraph 17 above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

19. Service of Process. Each Grantor and each other party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than telecopier) in Section 10.01 of the Credit Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law.

20. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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

22. 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 Grantors and added to the Obligations secured hereby.

23. 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.

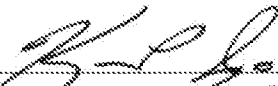
24. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

25. Further Assurances. Each Grantor 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 Grantors, to execute and deliver such documents and instruments, at Grantors' expense, as Agent deems necessary or proper to give effect to the provisions of this Trademark Security Agreement.

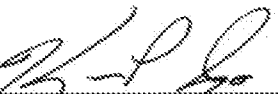
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

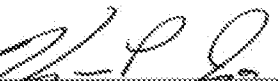
MANNINGTON MILLS, INC.
as a Grantor

By: 
Name: KEVIN P. IGO
Title: VP - TREASURER

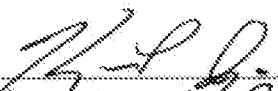
AMTICO USA, LLC
as a Grantor

By: 
Name: KEVIN P. IGO
Title: VP - TREASURER

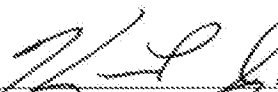
BURKE INDUSTRIES (DELAWARE), LLC, as a Grantor

By: 
Name: KEVIN P. IGO
Title: VP - TREASURER

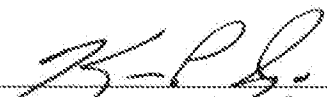
AMTICO HOLDINGS USA, LLC
as a Grantor

By: 
Name: KEVIN P. IGO
Title: VP - TREASURER

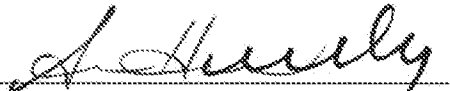
BURKE INDUSTRIES (CALIFORNIA), LLC
as a Grantor

By: 
Name: KEVIN P. IGO
Title: VP - TREASURER

MANETO, INC.,
as a Grantor

By: 
Name: KEVIN P. TAYLOR
Title: VP - TRADING

ROYAL BANK OF CANADA,
as Agent

By: 

Name:

Title: Ann, Hurley
Manager, Agency

[Signature Page to Trademark Security Agreement]

Schedule A
to
Trademark Security Agreement

Registered Trademarks

US Trademarks and Trademark Applications

Trademark	Serial No.	Registration No. and Date	Record Owner
BURKE INDUSTRIES (Stylized)	73-062574	1,063,868 April 19, 1977	BURKE INDUSTRIES (DELAWARE), INC.
ENDURA	73-300114	1,188,755 February 2, 1982	BURKE INDUSTRIES (DELAWARE), INC.
MAXXI-TREAD	73-427612	1,355,586 August 20, 1985	BURKE INDUSTRIES (DELAWARE), INC.
BURKEBASE	73-498424	1,339,210 June 4, 1985	BURKE INDUSTRIES (DELAWARE), INC.
DOCKSIDERS and Design	73-540666	1,372,591 November 26, 1985	BURKE INDUSTRIES (DELAWARE), INC.
ROULEAU	73-680493	1,518,089 December 27, 1988	BURKE INDUSTRIES (DELAWARE), INC.
FLECKSIBLES	74-295699	1,787,537 August 10, 1993	BURKE INDUSTRIES (DELAWARE), INC.
MERCER	74-374436	1,851,494 August 30, 1994	BURKE INDUSTRIES (DELAWARE), INC.
UNI-COLOR	74-381060	1,829,424 April 5, 1994	BURKE INDUSTRIES (DELAWARE), INC.
STEP-BOND	77-152143	3,359,028 December 25, 2007	Burke Industries (Delaware) Inc.
UNI-STEP	77-153281	3,359,093 December 25, 2007	Burke Industries (Delaware) Inc.
ECOFITNESS	77-446008	3,835,612 August 17, 2010	Burke Industries (Delaware), Inc.

Trademark	Serial No.	Registration No. and Date	Record Owner
MANNINGTON	73-414767	1,310,196 December 18, 1984	MANNINGTON MILLS, INC.
DESIGN CENTERA	73-556421	1,389,932 April 15, 1986	MANNINGTON MILLS, INC.
MANNINGTON	73-611295	1,563,368 October 31, 1989	MANNINGTON MILLS, INC.
CALIFORNIA PLANK	73-628230	1,471,410 January 5, 1988	MANNINGTON MILLS, INC.
AQUALOC	74-047535	1,656,340 September 10, 1991	MANNINGTON MILLS, INC.
MANNINGTON COMMERCIAL	74-162843	1,873,006 January 10, 1995	MANNINGTON MILLS, INC.
MACRO-TEC	74-250459	1,734,993 November 24, 1992	MANNINGTON MILLS, INC.
QUICKSILVER	74-332003	1,876,013 January 24, 1995	MANNINGTON MILLS, INC.
DELTABAC	74-472537	1,932,180 October 31, 1995	MANNINGTON MILLS, INC.
ULTRA-BAC	74-518125	1,954,127 February 6, 1996	MANNINGTON MILLS, INC.
BIOSPEC	75-241684	2,156,493 May 12, 1998	MANNINGTON MILLS, INC.
BIOSPEC MD	87-687484	5,497,736 June 19, 2018	MANNINGTON MILLS, INC.
MAGNA MULTIFLEC	75-488097	2,381,790 August 29, 2000	MANNINGTON MILLS, INC.
ICORE	75-824390	2,486,039 September 4, 2001	MANNINGTON MILLS, INC.
BRUSHWORK	75-882453	2,586,030 June 25, 2002	MANNINGTON MILLS, INC.
NATUREFORM	75-899711	2,466,669 July 3, 2001	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
NATURE FORM	75-926019	2,592,420 July 9, 2002	MANNINGTON MILLS, INC.
COREWELD	75-928018	2,530,604 January 15, 2002	MANNINGTON MILLS, INC.
MANNINGTON	76-041930	2,622,977 September 24, 2002	MANNINGTON MILLS, INC.
INSIGHT	76-098052	2,905,418 November 30, 2004	MANNINGTON MILLS, INC.
INFINITY	76-165819	2,731,127 July 1, 2003	MANNINGTON MILLS, INC.
VEGA III	76-192478	2,549,674 March 19, 2002	MANNINGTON MILLS, INC.
MANNINGTON COMMERCIAL	76-215165	2,578,021 June 11, 2002	MANNINGTON MILLS, INC.
SOLIDPOINT	76-243234	2,605,843 August 6, 2002	MANNINGTON MILLS, INC.
COLORPOINT	76-269657	2,753,872 August 19, 2003	MANNINGTON MILLS, INC.
VALUE LOCK	76-357176	2,840,930 May 11, 2004	MANNINGTON MILLS, INC.
MANNINGTON COMMERCIAL	76-369441	2,654,332 November 26, 2002	MANNINGTON MILLS, INC.
MANNINGTON PORCELAIN TILE	76-426966	2,792,615 December 9, 2003	MANNINGTON MILLS, INC.
M MANNINGTON and Design	76-447563	2,835,231 April 20, 2004	MANNINGTON MILLS, INC.
REALITIES	76-491954	2,870,305 August 3, 2004	MANNINGTON MILLS, INC.
LIFELINES (Stylized)	76-505925	2,898,770 November 2, 2004	MANNINGTON MILLS, INC.
JUMPSTART	76-532470	3,009,181 October 25, 2005	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
ARTCRAFT	76-545803	2,929,480 March 1, 2005	MANNINGTON MILLS, INC.
TEXTURE-TWIST	76-568600	2,915,903 January 4, 2005	MANNINGTON MILLS, INC.
MANNINGTON REVOLUTIONS	76-569085	3,130,289 August 15, 2006	MANNINGTON MILLS, INC.
BENCHMARK	76-600958	2,987,116 August 23, 2005	MANNINGTON MILLS, INC.
ACTIONS SPEAK (Stylized)	76-606225	3,000,313 September 27, 2005	MANNINGTON MILLS, INC.
NATURE'S PATHS	78-513215	3,230,776 April 17, 2007	MANNINGTON MILLS, INC.
OPTICEDGE	77-000467	3,643,960 June 23, 2009	MANNINGTON MILLS, INC.
XGUARD	77-015026	3,291,415 September 11, 2007	MANNINGTON MILLS, INC.
COLORFIELDS	85-814509	4,964,858 May 24, 2016	MANNINGTON MILLS, INC.
V2TECH	77-431191	3,640,819 June 16, 2009	MANNINGTON MILLS, INC.
ASSURANCE SQUARED	77-501825	3,857,371 October 5, 2010	MANNINGTON MILLS, INC.
PREMIUM EDGE	77-545582	4,029,124 September 20, 2011	MANNINGTON MILLS, INC.
DIAMOND BAY	77-571710	3,825,790 July 27, 2010	MANNINGTON MILLS, INC.
EFFECTUAL	77-718269	3,994,382 July 12, 2011	MANNINGTON MILLS, INC.
EDGEGUARD	77-728084	3,994,392 July 12, 2011	MANNINGTON MILLS, INC.
CONNECTSTEP	77-731330	3,994,393 July 12, 2011	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
RESET	77-865559	3,929,637 March 8, 2011	MANNINGTON MILLS, INC.
MCARE	77-869278	3,929,657 March 8, 2011	MANNINGTON MILLS, INC.
LOCKSOLID TECHNOLOGY	77-953985	3,955,783 May 3, 2011	MANNINGTON MILLS, INC.
M MANNINGTON and Design	85-067118	3,916,809 February 8, 2011	MANNINGTON MILLS, INC.
ENFORCER	85-152644	3,992,701 July 12, 2011	MANNINGTON MILLS, INC.
DURATION	85-367727	4,113,154 March 13, 2012	MANNINGTON MILLS, INC.
TRUPLANK	86-075126	4,752,602 June 9, 2015	MANNINGTON MILLS, INC.
XPRESSSTEP	86-188791	5,022,948 August 16, 2016	MANNINGTON MILLS, INC.
MANNINGTON NATURALS	75-196385	2,241,023 April 20, 1999	Mannington Mills, Inc.
NATUREFORM	75-222118	2,198,971 October 20, 1998	Mannington Mills, Inc.
CLEARTAC	75-421779	2,244,463 May 11, 1999	Mannington Mills, Inc.
COMFORTBARRIER	75-465604	2,349,062 May 9, 2000	Mannington Mills, Inc.
ADURA	76-571526	2,972,459 July 19, 2005	Mannington Mills, Inc.
M-GUARD	78-917481	3,552,093 December 23, 2008	Mannington Mills, Inc.
QUANTUM GUARD	77-006236	3,481,179 August 6, 2008	Mannington Mills, Inc.
MANNINGTON XPRESS	77-087953	3,731,771 December 29, 2009	Mannington Mills, Inc.

Trademark	Serial No.	Registration No. and Date	Record Owner
REVOLVE	77-282301	3,499,938 September 9, 2008	Mannington Mills, Inc.
WHISPER 3N1	77-354317	3,722,978 December 8, 2009	Mannington Mills, Inc.
MARBHD	85-732453	4,324,436 April 23, 2013	Mannington Mills, Inc.
CHOICES THAT WORK	77-455431	3,520,517 October 21, 2008	Mannington Mills, Inc.
SCRATCH RESIST	77-501468	3,753,634 March 2, 2010	Mannington Mills, Inc.
COLORSCAPE	77-540618	3,781,993 April 27, 2010	Mannington Mills, Inc.
COLORSPEC	77-540628	3,781,994 April 27, 2010	Mannington Mills, Inc.
OPTIMUM EDGE	77-542209	3,752,979 February 23, 2010	Mannington Mills, Inc.
EDGE EFFECTS	77-545556	3,734,938 January 5, 2010	Mannington Mills, Inc.
ICONIC	77-566572	3,745,254 February 2, 2010	Mannington Mills, Inc.
CETERA	77-566625	3,745,255 February 2, 2010	Mannington Mills, Inc.
ILLUSION	77-568530	4,214,197 September 25, 2012	Mannington Mills, Inc.
MARQUEE	77-568535	3,772,648 April 6, 2010	Mannington Mills, Inc.
SOPHISTICATE	77-569577	3,743,108 January 26, 2010	Mannington Mills, Inc.
CACHE	77-569955	3,740,857 January 19, 2010	Mannington Mills, Inc.
INTEGRA HP	77-594007	3,707,758 November 10, 2009	Mannington Mills, Inc.

Trademark	Serial No.	Registration No. and Date	Record Owner
SOBELLA	77-618349	3,642,935 June 23, 2009	Mannington Mills, Inc.
MANNINGTON COMMERCIAL	77-865536	3,799,474 June 8, 2010	Mannington Mills, Inc.
FRÉ LOCK	85-139045	4,272,671 January 8, 2013	Mannington Mills, Inc.
RAINFALL	85-272083	4,265,119 December 25, 2012	Mannington Mills, Inc.
DISSOLVE	85-272105	4,265,120 December 25, 2012	Mannington Mills, Inc.
AMERICAN PRIDE	85-610081	4,377,463 July 30, 2013	Mannington Mills, Inc.
RUBBERMYTE	74-090898	1,651,500 July 23, 1991	BURKE INDUSTRIES, INC.
LOOP	77-093639	3,537,712 November 25, 2008	MANETO, INC.
AURORA	86-320423	4,811,044 September 15, 2015	MANNINGTON MILLS, INC.
THE DIVERGENT COLLECTION	86-480588	5,060,176 October 11, 2016	MANNINGTON MILLS, INC.
TRULOC	86-566526	4,836,347 October 20, 2015	MANNINGTON MILLS, INC.
TRUTILE	86-566665	4,850,133 November 10, 2015	MANNINGTON MILLS, INC.
INSIGHT PLUS GB	86-573126	5,060,371 October 11, 2016	MANNINGTON MILLS, INC.
RESTORATION COLLECTION	86-593241	4,873,327 December 22, 2015	MANNINGTON MILLS, INC.
WORKPLACE	86-605457	4,836,804 October 20, 2015	MANNINGTON MILLS, INC.
VIVENDI	86-636066	4,836,886 October 20, 2015	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
TELES	86-652030	5,023,760 August 16, 2016	MANNINGTON MILLS, INC.
QUICKSTIX	86-947280	5,224,238 June 13, 2017	MANNINGTON MILLS, INC.
FOUNDATIONS BY MANNINGTON	86-951472	5,224,253 June 13, 2017	MANNINGTON MILLS, INC.
MANNINGTON CHOICE	87-109731	5,429,157 March 20, 2018	MANNINGTON MILLS, INC.
SPACIA	87-161343	5,151,302 February 28, 2017	MANNINGTON MILLS, INC.
MANNINGTON SELECT	87-249580	5,449,419 April 17, 2018	MANNINGTON MILLS, INC.
SPELLSHIELD	87-264957	5,402,894 February 13, 2018	MANNINGTON MILLS, INC.
REVIVE	87-366309	5,337,213 November 14, 2017	MANNINGTON MILLS, INC.
BRING HAPPY HOME	87-397277	5,449,875 April 17, 2018	MANNINGTON MILLS, INC.
REVIVE BY MANNINGTON	87-397273	5,449,874 April 17, 2018	MANNINGTON MILLS, INC.
CONNECTED	87-422137	5,415,860 March 6, 2018	MANNINGTON MILLS, INC.
ENTWINED	87-423934	5,286,432 September 12, 2017	MANNINGTON MILLS, INC.
PARADIGM	87-423885	5,286,431 September 12, 2017	MANNINGTON MILLS, INC.
GUARDIAN	87-436425	5,291,178 September 19, 2017	MANNINGTON MILLS, INC.
WALKWAY	87-484527	5,346,426 November 28, 2017	MANNINGTON MILLS, INC.
UPTOWN	87-587461	5,433,128 March 27, 2018	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
BIOSPEC MD	87-687484	5,497,736 June 19, 2018	MANNINGTON MILLS, INC.
LUSTRE-TILE	71-632947	599,853 December 28, 1954	MANNINGTON MILLS, INC.
ADURA TRULOC	85-709001	4,449,866 December 17, 2013	MANNINGTON MILLS, INC.
MANNINGTON RESIDENTIAL	85-740064	4,382,836 August 13, 2013	MANNINGTON MILLS, INC.
VEGA II	86-035412	4,520,857 April 29, 2014	MANNINGTON MILLS, INC.
ADURA MAX	86-802139	5,106,319 December 20, 2016	MANNINGTON MILLS, INC.
MANNINGTON SILENT SOLUTION	86-816261	5,530,628 July 31, 2018	MANNINGTON MILLS, INC.
MANNINGTON PRIME	87-109176	N/A	MANNINGTON MILLS, INC.
SPACIA ACCESS	87-157951	N/A	MANNINGTON MILLS, INC.
CREATIVE CHOICE BY MANNINGTON	87-206823	N/A	MANNINGTON MILLS, INC.
QUANTUM GUARD ELITE	87-338671	5,581,524 October 9, 2018	MANNINGTON MILLS, INC.
ACCORD	87-350683	5,758,162 May 21, 2019	MANNINGTON MILLS, INC.
PERPETUAL	87-361534	5,602,152 November 6, 2018	MANNINGTON MILLS, INC.
TERRENE	87-438083	5,531,311 July 31, 2018	MANNINGTON MILLS, INC.
MANNINGTON CROWN COLLECTION	87-469767	5,525,982 July 24, 2018	MANNINGTON MILLS, INC.
CITY PARK	87-469780	5,520,795 July 17, 2018	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
FLOORARMOR	87-470010	5,671,042 February 5, 2019	MANNINGTON MILLS, INC.
FREESTYLE	87-580151	5,613,079 November 20, 2018	MANNINGTON MILLS, INC.
PRIMARY ELEMENTS	87-599124	5,613,159 November 20, 2018	MANNINGTON MILLS, INC.
ADURA RIGID	87-609658	N/A	MANNINGTON MILLS, INC.
ADURA FLEX	87-609655	N/A	MANNINGTON MILLS, INC.
FLOORS DESIGNED TO BE LIVED ON	87-627737	5,746,475 May 7, 2019	MANNINGTON MILLS, INC.
CITY HUB	87-699581	5,657,414 January 15, 2019	MANNINGTON MILLS, INC.
QUANTUM GUARD PRO	87-837471	5,663,023 January 22, 2019	MANNINGTON MILLS, INC.
THE DISCOVERY COLLECTION	87-837055	N/A	MANNINGTON MILLS, INC.
CIRRO	87-841054	5,770,907 June 4, 2019	MANNINGTON MILLS, INC.
THE PORTLAND PROJECT	87-851608	5,621,041 December 4, 2018	MANNINGTON MILLS, INC.
NORTHERN WONDER	87-873844	5,771,021 June 4, 2019	MANNINGTON MILLS, INC.
OPEN RANGE	87-880737	N/A	MANNINGTON MILLS, INC.
MGFLEECE	88-005822	N/A	MANNINGTON MILLS, INC.
UNINTERRUPTED	88-144340	N/A	MANNINGTON MILLS, INC.
CRAFTED WITH PURPOSE	88-215591	5,777,735 June 11, 2019	MANNINGTON MILLS, INC.

Trademark	Serial No.	Registration No. and Date	Record Owner
THE AVENUES COLLECTION	88-238376	N/A	MANNINGTON MILLS, INC.
NO RESERVATIONS COLLECTION	88-327365	N/A	MANNINGTON MILLS, INC.
MIXED MONOLITH	88-356341	N/A	MANNINGTON MILLS, INC.
THE DRIFT COLLECTION	88-423226	N/A	MANNINGTON MILLS, INC.
KYMERA	74-056951	1,740,613 December 15, 1992	MANNINGTON CARPETS, INC.

Foreign Trademarks

Mannington Mills, Inc.

ARGENTINA:

MANNINGTON (AND DESIGN), Reg. 1836077
M MANNINGTON (AND DESIGN), Reg. 2100135
M MANNINGTON (AND DESIGN), Reg. 2483330

AUSTRALIA

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

BRAZIL

M MANNINGTON (AND DESIGN), Reg. 821723138

CANADA

ABRUZZO, Reg. 684048
AMERICAN RUSTICS, Reg. 638177
ARCHITEXTURES GEO, Reg. 535645
ARNO, Reg. 634149
CALABRIA, Reg. 643470
CATANIA, Reg. 634766
CITY HUB, App. 1900624
CLEAN GETAWAY, Reg. 625129
COLORPOINT, Reg. 636145
COREWELD, Reg. 590222

CORTONA, Reg. 633695
DIANA, Reg. 623982
DONATELLO, Reg. 623338
ENTREVES, Reg. 633352
FRA ANGELICA, Reg. 623407
FRANCESCA, Reg. 623317
GUARDIAN, Reg. 653341
I-BEAM BACKING, Reg. 655102
ICORE, Reg. 578693
ICORE (STYLIZED), Reg. 616616
INNERCORE, Reg. 670424
INSIGHT, Reg. 661908
LIPARI, Reg. 634755
MAGNA, Reg. 555623
MANNINGTON, Reg. 335482
MANNINGTON CHOICE, Reg. 1818646
MANNINGTON PRIME, Reg. 1818645
M MANNINGTON (DESIGN), Reg. 455974
NATUREFORM, Reg. 635647
NATURE'S CHOICE, Reg. 597704
PARMA, Reg. 698657
PERUGIA, Reg. 634869
RAVENNA, Reg. 634732
SAVONA, Reg. 633946
SPACIA ACCESS, App. 1823471
TUSCAN VALLEY, Reg. 623462
UPTOWN, App. 1877710
VALUE LOCK, Reg. 644685
VEGA II, Reg. 429485
VEGA III, Reg. 581643
VESUVIO, Reg. 634754
VIEWPOINT, Reg. 620715

CHILE

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

CHINA

MANNINGTON, Reg. 1504925
MANNINGTON, Reg. 7115572

HONG KONG

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

INDIA

MANNINGTON (& DESIGN), Reg. 1941881

JAPAN

MANNINGTON (& DESIGN), Reg. 04394508

MANNINGTON, Reg. 04394507

MANNINGTON (STYLIZED), Reg. 2557719

KOREA

M MANNINGTON (& DESIGN), Reg. 496916

M MANNINGTON (& DESIGN), Reg. 235102

MEXICO

M MANNINGTON (& DESIGN), Reg. 724707

MANNINGTON, Reg. 724708

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

MANNINGTON, Reg. 135480

License Agreements

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

11/04 - Pursuant to a supply agreement (the “Supply Agreement”) entered into in November 2004, by and between a customer of Burke DE (the “Customer”) and Burke DE, Burke DE has a limited license to reproduce the “Buyer Marks” (as defined in the Supply Agreement).

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

7/1/06 – Trademark license from Invista to use STAINMASTER mark (amended 12/21/07)

Grantor 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

1. Pursuant to a Distribution Agreement dated as of April 3, 1993, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC) (using the name of “Burke Rubber Company”) and Allied Building Products Corp. (“Allied”), Burke Industries (Delaware), LLC has granted a limited license to Allied to use the “Burkeline” registered trademark in Allied’s advertising and promotional material of Burkeline Roofing Products.
2. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC) (using the name “Burke Rubber Company”) and Bradco Supply (“Bradco”), Burke Industries (Delaware), LLC has granted a limited license to Bradco to use the “Burkeline” registered trademark in Bradco’s advertising and promotional material of Burkeline Roofing Products.

3. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and CC Supply Corp. (“CCSC”), Burke Industries (Delaware), LLC has granted a limited license to CCSC to use the “Burkeline” registered trademark in CCSC’s advertising and promotional material of Burkeline Roofing Products.
4. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC) using the name “Burke Rubber Company”) and Inter Mountain Supply (“Inter Mountain”), Burke Industries (Delaware), LLC has granted a limited license to Inter Mountain to use the “Burkeline” registered trademark in Inter Mountain’s advertising and promotional material of Burkeline Roofing Products.
5. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Mac Arthur Company (“Mac Arthur”), Burke Industries (Delaware), LLC has granted a limited license to Mac Arthur to use the “Burkeline” registered trademark in Mac Arthur’s advertising and promotional material of Burkeline Roofing Products.
6. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Roofers Supply (“Roofers”), Burke Industries (Delaware), LLC has granted a limited license to Roofers to use the “Burkeline” registered trademark in Roofer’s advertising and promotional material of Burkeline Roofing Products.
7. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Advanced Roofing Technologies (“Advanced Roofing”), Burke Industries (Delaware), LLC has granted a limited license to Advanced Roofer to use the “Burkeline” registered trademark in Advanced Roofer’s advertising and promotional material of Burkeline Roofing Products.
8. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and All Weather Roof Products (“All Weather”), Burke Industries (Delaware), LLC has granted a limited license to All Weather to use the “Burkeline” registered trademark in All Weather’s advertising and promotional material of Burkeline Roofing Products.
9. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Chris Sennott (“Sennott”), Burke Industries (Delaware), LLC has granted a limited license to Sennott to use the “Burkeline” registered trademark in Sennott’s advertising and promotional material of Burkeline Roofing Products.

10. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Creative Exterior Materials (“Creative”), Burke Industries (Delaware), LLC has granted a limited license to Creative to use the “Burkeline” registered trademark in Creative’s advertising and promotional material of Burkeline Roofing Products.
11. Pursuant to a Distribution Agreement dated as of January 1, 2007, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Dave Kauffman (“Kauffman”), Burke Industries (Delaware), LLC has granted a limited license to Kauffman to use the “Burkeline” registered trademark in Kauffman’s advertising and promotional material of Burkeline Roofing Products.
12. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Fitzsimon (“Fitzsimon”), Burke Industries (Delaware), LLC has granted a limited license to Fitzsimon to use the “Burkeline” registered trademark in Fitzsimon’s advertising and promotional material of Burkeline Roofing Products.
13. Pursuant to a Distribution Agreement dated as of January 3, 2000, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Greg Ludlow and Assoc. L.L.C. (“Ludlow”), Burke Industries (Delaware), LLC has granted a limited license to Ludlow to use the “Burkeline” registered trademark in Ludlow’s advertising and promotional material of Burkeline Roofing Products.
14. Pursuant to a Distribution Agreement dated as of September 7, 1989, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Pacific West Representatives (“Pacific”), Burke Industries (Delaware), LLC has granted a limited license to Pacific to use the “Burkeline” registered trademark in Pacific’s advertising and promotional material of Burkeline Roofing Products.
15. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Pro-Fast Inc. (“Pro-Fast”), Burke Industries (Delaware), LLC has granted a limited license to Pro-Fast to use the “Burkeline” registered trademark in Pro-Fast’s advertising and promotional material of Burkeline Roofing Products.
16. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Weather Safe Resource (“Weather Safe”), Burke Industries (Delaware), LLC has granted a limited license to Weather Safe to use the “Burkeline” registered trademark in Weather Safe’s advertising and promotional material of Burkeline Roofing Products.

17. Pursuant to a Distribution Agreement dated as of September 25, 2007, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Architects & Engineers Service Company (“AESC”), Burke Industries (Delaware), LLC has granted a limited license to AESC to use the “Burkeline” registered trademark in AESC’s’s advertising and promotional material of Burkeline Roofing Products.
18. Pursuant to a Distribution Agreement dated as of September 18, 2007, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and William Blasek (“Blasek”), Burke Industries (Delaware), LLC has granted a limited license to Blasek to use the “Burkeline” registered trademark in Blasek’s advertising and promotional material of Burkeline Roofing Products.
19. Pursuant to a Distribution Agreement dated as of September 20, 2007, by and between Burke Industries (Delaware), Inc. (now known as Burke Industries (Delaware), LLC (using the name “Burke Rubber Company”) and Leslie Harris (“Harris”), Burke Industries (Delaware), LLC has granted a limited license to Harris to use the “Burkeline” registered trademark in Harris’ advertising and promotional material of Burkeline Roofing Products.

Exhibit A
to
Trademark Security Agreement

ASSIGNMENT OF TRADEMARK AND TRADEMARK LICENSE REGISTRATIONS AND
APPLICATIONS

WHEREAS, _____ (“Assignor”), 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: _____

By _____

By _____

Name:

Title: