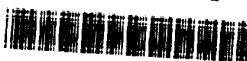


08-27-1998



100804616

To the Honorable Commissioner of Patents and Trademarks: please record the

MRD 8-10-98

1. Name of conveying party(ies):
Decorative Surfaces International, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 4, 1998

2. Name and address of receiving party(ies):

Name: LaSalle National Bank

Internal Address: _____

Street Address: 135 South LaSalle Street

City: Chicago State: Illinois Zip: 60603

- Individual(s) citizenship
- Association a National Banking Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment.)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,060,123 1,953,662 1,968,863 1,749,466

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason W. Joseph

Internal Address: Schiff Hardin & Waite

Street Address: 7200 Sears Tower

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41): \$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jason W. Joseph
Name of Person Signing

August 10, 1998
Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ADDITIONS TO ITEM #4B

Assignor: Decorative Surfaces International, Inc.
Assignee: LaSalle National Bank

ADDITIONAL TRADEMARK REGISTRATIONS TO BE RECORDED

2,013,790
415,854
839,474
1,627,746
735,229
1,883,667
1,899,038
1,889,970
1,848,853
672,884
271,639
1,955,359
1,777,204
1,919,728
2,056,475
1,125,825
815,736
1,371,476

U.S. Patents

<u>NUMBER</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
4,241,125	"Foam Plastics Sheet Material"	12/23/80	7/10/99
4,234,641	"Foam Plastics Sheet Material"	11/18/80	7/10/99
4,259,386	"Flexible Wallcoverings"	3/31/81	4/29/99
4,965,408	"Composite Sheet Material for Electromagnetic Radiation Shielding"	10/23/90	2/1/2009
5,304,411	"Chemical Embossed Polyvinyl Chloride Film"	10/19/97	5/13/2012

Canadian Patents

<u>NUMBER</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
1,128,267	"Foam Plastics Sheet Material"	7/27/82	7/27/99
1,147,116	"Foam Plastics Sheet Material"	5/31/83	5/31/2000
1,144,430	"Flexible Wallcoverings"	4/12/83	4/12/2000
1,202,834	"Decorative Wallcoverings in Roll Form"	4/8/86	4/8/2003
1,253,751	"Wallcoverings"	5/9/89	7/24/2004
1,257,509	"Wallcoverings (Foamed and Prepasted II)"	7/18/89	10/6/2004

TRADEMARK

REEL: 1773 FRAME: 0928

Decorative Products Trademarks
March 27, 1998

Country:	Reg. Office	App. #	App. Dt.	Reg. #	Class	TM Status	Goods & Services
United States	Reg. Office BOH TWO, INC.	74039515	02/07/94	2,000,125	16	REGISTERED	Grade A Services SAMPLE BOOKS OF WALLCOVERINGS
	BOH TWO, INC.	484,085	1/28/95	1,913,652	27	REGISTERED	WALLCOVERINGS MADE PROBABLY OF VINYL.
	BOH TWO, INC.	74034689	04/09/94	1,948,863	27	REGISTERED	WALLCOVERINGS MADE PROBABLY OF VINYL.
	BOH TWO, INC.	188,118	02/07/91	1,749,466	27	REGISTERED	VINYL WALLCOVERINGS AND WALLPAPER (U.S. CLASS 27)
	BOH TWO, INC.	75829923	12/29/93	2,013,779	16	REGISTERED	SAMPLE BOOKS FOR WALLCOVERINGS
	BOH TWO, INC.	463,911	12/14/93	413,854	24	REGISTERED	TEXTILE FLOOR COVERS OF COTTON, RAYON, SILK, WOOL, LINEN, WHICH HAS BEEN TREATED TO MAKE IT WATER REPELLENT (U.S. CLASS 49)
	BOH TWO, INC.	231,206	02/05/96	839,474	28	REGISTERED	PRINTED PLASTIC FILMS FOR WALL PAPERING AND THE LIKE. (U.S. CLASS 29). PRINTED SATURATING PAPERS FOR IMPREGNATION AND LAMINATION, PAPERS IMPREGNATED WITH CHEMICAL RESISTING AGENTS, AND STENCIL BOMBS. (U.S. CLASS 37)
	BOH TWO, INC.	762,646	01/06/98	1,657,746	43	REGISTERED	TELEPHONE CUPHOLDER BEVELS, NAMBLI, PREFERRED APPLIES (IN THE RELATION AND APPLICATION OF WALLCOVERINGS TO ARCHITECTURAL CONCEPTS AND INTERIOR COLORS FOR DESIGN OF GOODS SUBJECT TO THE ROE ACT. (U.S. CLASSES 09 AND 16)
	BOH TWO, INC.	128,917	10/06/94	733,229	27	REGISTERED	SYNTHETIC BEEM-COATED FABRICS USED AS WALL COVERING MATERIAL. (U.S. CLASS 27)
	BOH TWO, INC.	531,595	03/01/94	1,883,667	27	REGISTERED	VINYL WALLCOVERINGS
	BOH TWO, INC.	74039158	03/01/94	1,899,058	27	REGISTERED	VINYL WALLCOVERINGS
	BOH TWO, INC.	393,912	02/09/93	1,889,979	27	REGISTERED	VINYL WALL COVERINGS
	BOH TWO, INC.	74039515	12/29/93	1,948,853	16, 27	REGISTERED	SAMPLE BOOKS OF VINYL WALLCOVERINGS AND WALLPAPERS, VINYL WALLCOVERINGS AND WALLPAPERS

Decorative Products Trademarks
 March 27, 1998

2

SATINIQUE	8081 TWO, INC.	31,163	87 057	672,884	10859	24	RENEWED	VENTIL COATED WOVEN AND KEN WOVEN FABRIC FOR USE AS UPHOLSTERY FABRICS, TABLE AND WALL COVERING, AND THE LIKE. (US CLASS 47)
SATINIQUE & DESIGN	8081 TWO, INC.	284,915	111839	271,639	61709	18, 27	RENEWED	TEXTURED COATED FABRICS USED AS A SUBSTITUTE FOR LEATHER AND AS WALLCOVERING. (US CLASS 29)
STATUS FALDI	8081 TWO, INC.	7408844	47 394	1,053,309	27 686	27	REGISTERED	FABRIC BACKED VINYL WALLCOVERING
SURFACE CONCEPTS	8081 TWO, INC.	383,884	37 088	1,777,384	61599	27	REGISTERED	TEXTURED FINISHED VINYL
THERMOFOL	8081 TWO, INC.	742574,689	92844	1,918,728	91995	17	REGISTERED	LAMINATED PVC FILM FOR USE IN THE FURNITURE AND FLOOR TILE INDUSTRY
WALL TEXTURES	8081 TWO, INC.	75067803	37 686	2,054,873	42297	16	REGISTERED	COLLECTION OF FABRIC BACKED VINYL WALLCOVERING
WALL-OVER	8081 TWO, INC.	139,861	271778	1,121,823	168 979	27	REGISTERED	VINYL WALLCOVERING USED AS AN UNDERLAYMENT ON EXISTING SOLID WALLS PRIOR TO APPLICATION OF A DECORATIVE WALLCOVERING. (US CLASS 43)
WALL-TEX	8081 TWO, INC.	231,776	137 263	881,736	92766	27	RENEWED	WALL COVERINGS WITH FABRIC BACKING TO WHICH A PROTECTIVE AND DECORATIVE VINYL, ACRYLIC, OIL, OR OTHER POLYMERIC COATING HAS BEEN APPLIED. (US CLASS 29)
WALL-TEX SAMPLE	8081 TWO, INC.	488,477	91884	1,371,476	116965	27	REGISTERED	WALLCOVERINGS MADE OF VINYL. (US CLASS 29)

TRADEMARK

REEL: 1773 FRAME: 0930

**COLLATERAL PATENT,
TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT ("Assignment") made as of April 28, 1998, by Decorative Surfaces International, Inc., a Delaware corporation (the "Assignor"), with a mailing address at 1280 North Grant Avenue, Columbus, Ohio 43201, to LaSalle National Bank, as agent (the "Assignee") for the lending institutions (the "Lenders") under the Credit Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, Assignor has entered into that certain Credit Agreement dated as of April 28, 1998 (as amended, modified or supplemented from time to time, the "Credit Agreement") with Assignee and the Lenders; and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment;

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

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all of the Obligations, the Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses

(a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License prohibits such collateral assignment or grant of a security interest; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. Restrictions on Future Agreements. Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect

the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto.

4. **Certain Covenants, Representations and Warranties of Assignor.** Assignor covenants, represents and warrants to the best of Assignor's knowledge that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents; (iv) no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses listed on Schedule C, and (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Loan Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall use reasonable efforts to give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above upon the occurrence of an Event of Default shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location if any is specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Credit Agreement.

7. **Grant of License to the Assignor.** Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks to reproduce, adopt, distribute, perform and display all works covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use, offer for sale, sell products conforming to the inventions, or made by a process, disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7 without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to the Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Subject to the terms of the Credit Agreement, Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

9. **Termination of the Assignor's Security Interest.** This Assignment is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revest in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant

hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. **Duties of the Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to, within its reasonable business judgment, preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Assignment 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 thereof, 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 Assignment in any jurisdiction.

14. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Further Assurances.** Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of

filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee deems in good faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

WITNESS the due execution hereof as of the date first above written.

DECORATIVE SURFACES INTERNATIONAL, INC.

By: *Step. M. Kelly*
Title: President and Chief Executive Officer

(SEAL)

Attest:

By: *Martin J. O'Toole*
Title: VP GEN

STATE OF Ohio)
) SS.
COUNTY OF Franklin)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Steve Walke and Martin O'Toole, personally known to me to be the Pres/CEO and VP/SM, respectively, of Decorative Surfaces International, Inc., a Delaware corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment, appeared before me this day and acknowledged that they signed and delivered said assignment as such officers of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26th day of ^{May} ~~April~~, 1998.

(NOTARIAL SEAL)



MICHAEL J. FOLEY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 8, 2001

Michael J. Foley
Notary Public

My Commission Expires: _____

ACCEPTANCE

The undersigned, LaSalle National Bank, as Agent, as aforesaid, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment as of the 28th day of April, 1998 in Chicago, Illinois.

LASALLE NATIONAL BANK, as Agent

By: Michael G. Bevil

Title: Exec. V.P.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

See attached.

SCHEDULE B

TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

See attached.

DECORATIVE TRADEMARKS IN THE NAME OF BORDEN, INC.

April 24, 1998

Country:	Mark:	App. #	App. Dt.	Reg. #	Reg. Dt.	Classes	TM Status	Goods & Services
Argentina	REG. OWNER BORDEN, INC	1938 004		1077064	11/01/94	27	RENEWED	SYNTHETIC RESIN COATED FABRICS USED AS WALL COVERING MATERIAL
	BORDEN, INC	811722		1439260	9/6/97	27	RENEWED	WALLPAPER AND SIMILAR PRODUCTS FOR COVERING WALLS, INTL. CL. 27
Australia	REG. OWNER BORDEN, INC	231340	App. Dt.	8233342	Reg. Dt. 1/7/97	24	RENEWED	VINYL COATED UPHOLSTERY FABRICS BEING TEXTILE PIECES GOODS HAVING A SURFACE RESEMBLING SATIN
	BORDEN, INC	233343		B233343	1/2/97	27	RENEWED	WALL HANGINGS OF VINYL-COATED FABRICS HAVING A SURFACE RESEMBLING SATIN
	BORDEN, INC	203631		A283631	11/28/97	27	RENEWED	PLASTIC AND/OR PLASTIC COATED WALL COVERINGS
Austria	REG. OWNER BORDEN, INC	AM20377	App. Dt.	81432	Reg. Dt. 1/26/97	24, 27	RENEWED	TISSUES (PIECE GOODS), BED & TABLE COVERS, TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES CLASS 24 CARPETS, RUGS, MATS & MATTING, LINOLEUMS & OTHER MATERIALS FOR COVERING FLOORS, WALL HANGINGS (NON-TEXTILE) CLASS 27
Brazil	REG. OWNER BORDEN, INC	50959	App. Dt.	108744	Reg. Dt. 12/11/91	24, 27	RENEWED	STUFFING & PADDING FABRICS
	BORDEN, INC	50959		108744	12/11/91	24, 27	RENEWED	VINYL FABRIC WALL COVERINGS
Brazil	REG. OWNER BORDEN, INC	NONE	App. Dt.	664300	Reg. Dt. 9/9/97	24	RENEWED	
	BORDEN, INC	NONE		664300	9/9/97	24	RENEWED	
	BORDEN, INC	NONE		664304	9/9/97	24	RENEWED	
	BORDEN, INC	NONE		664305	9/9/97	27	RENEWED	
Brazil	REG. OWNER BORDEN, INC	684704-75	App. Dt.	13220632948	Reg. Dt. 5/25/97	27	PENDING	
	BORDEN, INC	684704-75		13220632948	5/25/97	24	RENEWED	RED LINEN, TABLE LINEN AND BATH LINEN
	BORDEN, INC	684704-75		75084715	12/15/98	27	REGISTERED	CURTAINS & RUGS IN GENERAL MATERIALS FOR COATING OF INTERIOR
Canada	REG. OWNER BORDEN, INC	314591	App. Dt.	20473	Reg. Dt. 3/7/97	6	REGISTERED	SYNTHETIC RESIN-COATED FABRICS USED AS WALL COVERING MATERIAL
	BORDEN, INC	40993		20473	7/28/97	27	PENDING	WALLPAPER AND WALL COVERINGS
	BORDEN, INC	40993		20473	7/28/97	6	REGISTERED	VINYL-COATED WOVEN AND NON-WOVEN FABRIC FOR USE AS UPHOLSTERY FABRICS, TABLE AND WALL COVERING AND LIKE

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WALL-TEX	BORDEN, INC.	333729	6/31/1978	17885	9/3/1971	0	REGISTERED	LINOLEUM AND OIL CLOTH
Country: Mark: WALL-TEX	Chile Reg. Owner: BORDEN, INC.	App. # 73743	App. Dt. 9/5/1991	Reg. # 37426	Reg. Dt. 9/5/1991	Class: 27	TM Status REGISTERED	Goods & Services CARPETS, RUGS, MAT, LINOLEUM AND OTHER PRODUCTS USED FOR COVERING THE FLOOR; TAPESTRY (NOT MADE OF CLOTHING), AND ALL OTHER ARTICLES COMPRISED IN CLASS 27
Country: Mark: GUARD	Ecuador Reg. Owner: BORDEN, INC.	App. # 283594	App. Dt. 2/6/1974	Reg. # 819774	Reg. Dt. 2/6/1974	Class: 0	TM Status REGISTERED	Goods & Services VINYL COATED WALL COVERINGS
WALL-TEX	BORDEN, INC.	263434	2/6/1974	8291974	2/6/1974	0	REGISTERED	BUILDING MATERIALS NATURAL & ARTIFICIAL STONE CEMENT LIME MORTAR PLASTER GRAVEL PIPES OF BAR THEMWARE OR CEMENT ROAD MAKING MATERIALS ASPHALT TISSUES (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED CARPETS RUGS MATS & MATTING LINOLEUMS & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS
Country: Mark: GUARD	France Reg. Owner: BORDEN, INC.	App. # 119876	App. Dt. 3/11/1976	Reg. # 76819	Reg. Dt. 9/21/1991	Class: 27	TM Status REGISTERED	BUILDING MATERIALS NATURAL & ARTIFICIAL STONE CEMENT LIME MORTAR PLASTER GRAVEL PIPES OF BAR THEMWARE OR CEMENT ROAD MAKING MATERIALS ASPHALT TISSUES (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED CARPETS RUGS MATS & MATTING LINOLEUMS & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS
SATINESQUE	BORDEN, INC.	119176	5/29/1980	73365	5/29/1980	19, 24, 27	REGISTERED	BUILDING MATERIALS NATURAL & ARTIFICIAL STONE CEMENT LIME MORTAR PLASTER GRAVEL PIPES OF BAR THEMWARE OR CEMENT ROAD MAKING MATERIALS ASPHALT TISSUES (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED CARPETS RUGS MATS & MATTING LINOLEUMS & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS
Country: Mark: GUARD	France Reg. Owner: BORDEN, INC.	App. # 21268	App. Dt. 3/31/1986	Reg. # 1341889	Reg. Dt. 3/31/1986	Class: 24, 27	TM Status RENEWED	Goods & Services FURNITURE (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES CARPETS RUGS MATS & MATTING LINOLEUM & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS (NON-TEXTILE)
WALL-O-VIN	BORDEN, INC.	119276	6/5/1980	73518	6/5/1980	19, 24, 27	REGISTERED	UPHOLSTERY FABRICS & TRIMMINGS
Country: Mark: GUARD	France Reg. Owner: BORDEN, INC.	App. # 21268	App. Dt. 3/31/1986	Reg. # 1341889	Reg. Dt. 3/31/1986	Class: 24, 27	TM Status RENEWED	Goods & Services FURNITURE (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES CARPETS RUGS MATS & MATTING LINOLEUM & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS (NON-TEXTILE)
SATINESQUE	BORDEN, INC.	847541	9/28/1977	847541	9/28/1977	24	RENEWED	KNITTED NETTED & TEXTILE FABRICS ESPECIALLY UPHOLSTERY FABRICS FELT
Country: Mark: GUARD	Germany Reg. Owner: BORDEN, INC.	App. # 85378924WZ	App. Dt. 3/16/1976	Reg. # 958114	Reg. Dt. 3/16/1976	Class: 24, 27	TM Status RENEWED	Goods & Services TISSUES (PIECE GOODS) BED & TABLE LINEN CURTAINS & WALLPAPERS (INCLUDING SUCH MADE OF FABRICS) WALL HANGINGS MADE OF TEXTILE FABRICS & AS PLASTIC FOILS WALL & FLOOR COVERINGS MADE OF PLASTICS IN THE FORM OF SHEETS & PLATES TAPESTRIES CARPET FABRICS CARPET STRIP FABRICS & FLEECES CARPETS STRAW MATS LINOLEUM

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Country	Reg. Office	App. No.	App. Dt.	Reg. No.	Reg. Dt.	Classes	TM Status	Goods & Services
South Africa	Reg. Office BORDEN, INC	6941300		6941300	9/9/1989	24	RENEWED	PLASTIC SHEETING & PLASTIC COATED FABRICS
	BORDEN, INC	84694301		84694301	9/9/1989	24	RENEWED	PLASTIC COATED FABRICS
	BORDEN, INC	84694304		84694304	9/9/1989	24	RENEWED	VINYL-COATED FABRICS
	BORDEN, INC	6941305		6941305	9/9/1989	27	RENEWED	VINYL WALL COVERING
	BORDEN, INC	6571344		6571344	9/29/1985	24	REGISTERED	VINYL FABRIC WALL COVERINGS
Sweden	Reg. Office BORDEN, INC	125676		163141	10/28/1978	27	RENEWED	WALL COVERINGS
	BORDEN, INC	136676		154281	7/23/1976	19, 24, 27	RENEWED	BUILDING MATERIALS, NATURAL & ARTIFICIAL STONE, CEMENT, LIME, MORTAR, PLASTER & GRAVEL, PIPES OF EARTHENWARE OR CEMENT ROAD MAKING MATERIALS, ASPHALT PITCH & BITUMEN PORTABLE BUILDINGS STONE MONUMENTS, CHIMNEY POTS, TESSLES (PIECES OF) CURB & TABLE COVERS, TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES, CARPETS, RUGS MATS & MATTING LINOLEUMS & OTHER MATERIALS
Switzerland	Reg. Office BORDEN, INC			F 281724	3/13/1976	24, 27	RENEWED	WALL COVERINGS FOR DECORATIVE PURPOSES
	BORDEN, INC	1128		284771	3/13/1976	19, 24, 27	REGISTERED	TEXTILE FABRICS WALL HANGINGS & WALL COVERINGS WHICH HAVE A SATIN-LIKE FINISH
	BORDEN, INC	6980000000		281571	10/13/1976	19, 24, 27	REGISTERED	
Tanzania	Reg. Office BORDEN, INC	(77)9894		41897	10/16/1988	28	RENEWED	VINYL WALLCOVERINGS
	BORDEN, INC	(77)9893		41896	10/16/1988	48	REGISTERED	VINYL WALLCOVERINGS
Tanzania	Reg. Office BORDEN, INC	NONE		TR8694380	9/9/1979	24	RENEWED	
	BORDEN, INC	NONE		TR8694381	9/9/1979	24	RENEWED	
	BORDEN, INC	NONE		TR8694384	9/9/1979	24	RENEWED	
	BORDEN, INC	NONE		TR8694385	9/9/1979	27	RENEWED	
United Kingdom	Reg. Office BORDEN, INC	6920000000		1278151	9/9/1984	27	RENEWED	WALLCOVERINGS
	BORDEN, INC	6920000000		8926108	6/4/1984	24	RENEWED	VINYL-COATED UPHOLSTERY FABRICS BEING TEXTILE WHICH OCCUR HAVING A SURFACE RESEMBLING SATIN
	BORDEN, INC	1054463		81054463	12/16/1975	27	RENEWED	TEXTILE GOODS BEING WALL COVERINGS

REGISTERED TRADEMARK
7/3/94

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WALL-TEX	BORDEN, INC.	1371097	5/6/1994	01571097	2/16/1996	24	REGISTERED	TEXTILE PIECE GOODS BEING WALLCOVERINGS
Country: Venezuela	Reg. Owner BORDEN, INC.	App. No. 7316-01	App. No. 7316-01	Reg. No. 133699-F	Reg. No. 2/19/1996	Classes 17	TM Status REGISTERED	Goods & Services MASONRY MATERIALS ARTICLES FOR ORNAMMENTING & DECORATING BUILDINGS ASPHALT

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<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
Apple Blossom	VA10.147
Austrian Rose	VA10.160
Balmoral	VA36.531
Batik	VA10.161
Bean Stalk	VA10.153
Branches	VA10.148
Brittany	VA36.528
Buds	VA10.154
Buena Vista	VA32.264
Cascade	VA32.260
Ceylon	VA32.268
Chateau	VA32.271
Chintz	VA10.152
Coral Reef	VA10.158
Daisy Fern	VA10.149
Elephant Walk	VA32.263
English Garden	VA10.144
Feather Diamond	VA10.155
Geometric Circle	VA10.157
Herb Garden	VA10.150
Herringbone Stripe	VA10.143
Herringbone Swirl	VA10.146
High Sierra	VA32.265
Intermezzo	VA32.267
Italian Paper	VA10.162
Jade Palace	VA32.259
Key Largo	VA32.257
Lily of the Valley	VA10.145
Mandarin Coins	VA32.261
Moonstone	VA32.262
Oriental Floral	VA10.151
Pleasures and Palaces	VA32.272
Provencal	VA32.256
Python	VA10.164
Rain	VA10.158
Sand Stripe Design	GP118.294
Shangtung	VA36.529
Siara	VA32.255
Song at Twilight	VA32.266
Street of Dreams	VA32.258
The Magic Flute	VA32.254

TITLE**REGISTRATION NUMBER**

Tiny Tulips	VA10.166
Tulips	VA10.163
Water Music	VA96.076
Whipole Street	VA32.269
Winter Fair	VA36.530
Woven Stripe	VA10.165
WovenTexture	VA10.159

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None.