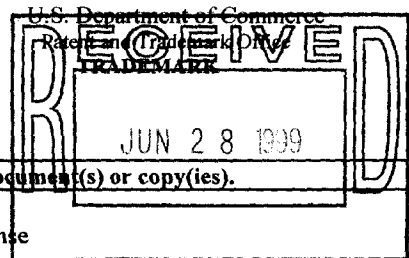


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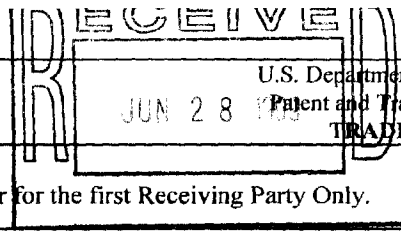
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Area Code and Telephone Number (919) 286-8000

Name Mark H. Webbink
Address (line 1) Moore & Van Allen, PLLC
Address (line 2) 220 West Main Street, Suite 800
Address (line 3) Durham, North Carolina 27705
Address (line 4) _____

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Trademark Application Number(s)			Registration Number(s)		
<u>75/699,867</u>	<u>75/666,814</u>	_____	_____	_____	_____
<u>75/699,868</u>	<u>75/585,809</u>	_____	_____	_____	_____
<u>75/693,544</u>	_____	_____	_____	_____	_____

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Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 140.00

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Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 13-4365
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized if included herein.

Mark H. Webbink
Name of Person Signing

[Signature]
Signature

6/25/99
Date Signed

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of May 18, 1999 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and NationsBank, N.A., as Agent (the "Agent") for the Secured Parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, and hereby assigns a security interest in, the trademarks and trademark applications shown below and all tangible and intangible personal property relating thereto, to the Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
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NONE

Trademark Applications

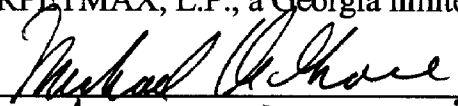
<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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75/699,867	E-DECOR	5/4/99
75/699,868	E-DECOR.COM	5/4/99
75/693,544	FLOORING AMERICA	4/28/99
75/666,814	THE DECOR EXCHANGE	3/24/99
75/585,809	CARISELLE and Design	11/10/98

The Obligors and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

CARPETMAX, L.P., a Georgia limited partnership

By: 
Name: Michael DeGeorge
Title: President Foreign Sales

Acknowledged and Accepted:

NATIONSBANK, N.A., as Agent

By: 
Name: DAVID H. DINKINS
Title: Vice President