



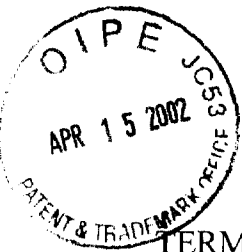


4.

B. Trademark Registration Nos. (continued)

725,234  
1,573,385  
874,547  
1,314,628  
719,269  
1,372,588  
1,270,773  
1,126,111  
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1,392,374  
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1,696,110  
1,432,960  
855,810  
1,342,655  
1,280,755  
1,325,851  
1,384,304

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**



TERMINATION AND RELEASE dated as of March 20, 2002, from JPMorgan Chase Bank (as Successor to The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Dal-Elit, L.P., a Texas limited partnership ("Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Collateral Agreement, dated as of June 19, 1997, as amended and restated as of October 26, 2001 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"), a security interest (the "Security Interest") was granted by Dal-Tile Group Inc., a Delaware Corporation (the "Borrower") and certain of its affiliates and subsidiaries (with the Borrower, collectively the "Grantors"), to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 26, 2001, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 8, 2001, at Reel 2387 and Frame 0425; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest granted to the Agent by Obligor in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges the Security Interest granted to the Agent by Obligor in the Trademark Collateral pursuant to the Security Agreement, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

*[Remainder of page left blank intentionally; Signature page to follow.]*

