

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Florida Tile Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 15, 2004

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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)

Please see attached Schedule A.

Additional number(s) attached  Yes  No

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

Name: Steven L. Schaaf

Internal Address: Parker, Hudson, Rainer

& Dobbs LLP

Street Address: 1500 Marquis Two Tower

285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502831

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

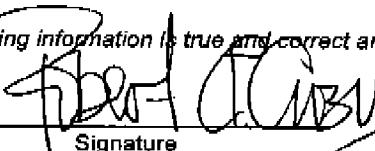
DO NOT USE THIS SPACE

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.

Robert A. Crosby

Name of Person Signing



Signature

March 25, 2004

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CIH \$690.00 602831 1736686

**SCHEDULE A**  
to the Trademark Recordation Cover Sheet  
(Continuation of item 4)

**4B. Trademark Registration Nos.**

<b><u>Trademark/Service Mark</u></b>	<b><u>Registration No.</u></b>
ARTURA	1736586
CONFETTI	1777895
COUNTER ATTACK	2485631
ESSENCE	1373816
FLORIDA TILE	2023180
FLORIDA TILE & DESIGN	819381
FT	660002
GLACIER	2341865
LUSTER	1453211
MINER'S MARK	2344028
NATURA	1104764
NATURA GLACIER	2344027
NATURA GRANITE SERIES	1852407
NATURA LIBERTY SERIES	1329600
NATURA RUSTICO II	1471408
NATURA SHANNON	1287092
NATURA TOUGH ONE SERIES	1329604
NATURA VENTO	1287090
POTTER'S CHOICE	1170237
POTTER'S TOUCH	1103897
STUDIO III	1426581
UNIVERSAL RUSTIC TRIM	2344049
VALARO	1842383

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 15, 2004, is made between Florida Tile Industries, Inc., a Florida corporation (the "Debtor"), in favor of Fleet Capital Corporation, a Rhode Island corporation, as Lender (the "Secured Party").

### RECITALS

A. The Debtor and the Secured Party have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Secured Party has agreed to make certain financial accommodations to Borrower, and pursuant to which the Debtor has granted to the Secured Party security interests in (among other things) all or substantially all of the general intangibles of the Debtor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Secured Party under the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's existing security interests in the trademarks and other general intangibles described herein.

### ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Debtor" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Event of Default" means any Event of Default under the Loan Agreement or any other Loan Document.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined in UCC Section 9-102(a)(64), all insurance proceeds, and all proceeds of Proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of the Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Debtor from time to

time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Party" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2(a).

"Trademarks" has the meaning set forth in Section 2(a)(i).

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Georgia.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured Party (whether under Georgia law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of all Obligations. To secure the prompt payment and performance of all Obligations, the Debtor hereby grants, assigns, transfers and conveys to the Secured Party, a continuing, first priority security interest in all of the Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Permitted Licensing. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of the Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance satisfactory to the Secured Party, and take any and all action, which the Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority upon prior written notice to the Debtor (i) to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its Permitted Discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by the Secured Party, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, provide notice of the security interest in the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the

Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. The Debtor makes the following representations and warranties to the Secured Party which shall be true, correct, and complete, in all material respects, as of the Closing Date, and in all material respects at and as of the date of the making of each Advance (or other extension of credit) made thereafter, as though made on and as of the date of such Advance (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) No Other Trademarks. A true and correct list of all Trademarks owned, held (whether pursuant to a license or otherwise) or used by the Debtor, in whole or in part, is set forth in Schedule A.

(b) Validity. Except as expressly set forth on Schedule 4(c) hereto, each of the Trademarks listed on Schedule A, is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral: No Violation. Except as expressly set forth on Schedule 4(c) hereto, (i) the Debtor has rights in and good and defensible title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses (other than the licenses referred to in Schedule 4(c) hereto), registered user agreements and covenants by the Debtor not to sue third persons, and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, to the best of the Debtor's knowledge, each such license or licensing agreement is in full force and effect, the Debtor is not in default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by the Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the best of the Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. The Debtor has the unqualified right, power and authority to pledge and to grant to the Secured Party a security interest in all of its Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person.

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws of the Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes a legal, valid and binding agreement of the Debtor, enforceable in accordance with its terms.

5. Covenants. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall:

(a) Compliance with Law. Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which may be necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(b) Compliance with Agreement. Comply with each of the terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of the Debtor under this Agreement without the Secured Party's prior written consent; and

(c) Lien Protection. Not permit the inclusion in any contract to which the Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of the Secured Party, in the Debtor's rights and interest in the Trademark Collateral, and the Debtor will promptly give the Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which the Debtor is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the Debtor shall give to the Secured Party prompt notice thereof. The Debtor shall do all things deemed necessary or advisable by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. If the Debtor refuses to execute and deliver, or fails timely to execute and deliver any of the documents it is properly requested to execute and deliver by the Secured Party in connection herewith, the Debtor hereby authorizes the Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include



any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of the Secured Party and the Lender. Notwithstanding any provision contained in this Agreement, the Secured Party shall not have a duty to exercise any of the rights, privileges or powers afforded to it, nor be responsible to the Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Secured Party hereunder or in connection herewith, the Secured Party shall not have a duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuance of an Event of Default, the Secured Party shall have all rights and remedies available to it under the Loan Agreement, any other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in the Trademark Collateral. The Debtor hereby agrees that such rights and remedies include the right of the Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral from and after the occurrence and during the continuance of an Event of Default, pursuant to UCC Section 9-610. The Debtor hereby agrees that the Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that are reasonably necessary to permit the exercise of any of the Secured Party's rights or remedies after the occurrence and during the continuance of an Event of Default with respect to (among other things) any asset of the Debtor in which the Secured Party has a security interest, including the Secured Party's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by the Debtor (or its successor, assignee or trustee in bankruptcy). In addition to, and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Party deems necessary or advisable, in the name of the Debtor or the Secured Party, to enforce or protect any of the Trademark Collateral, in which event the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents reasonably required by the Secured Party in aid of such enforcement. To the extent that the Secured Party shall elect not to bring suit to enforce such Trademark Collateral after the occurrence and during the continuance of an Event of Default, the Debtor agrees to use all commercially reasonable measures and its commercially reasonable efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees to use commercially reasonable efforts to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Debtor and the Secured Party and their respective permitted successors and permitted assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of Georgia law shall not be deemed to deprive the Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement, Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This 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 but one and the same agreement.

16. Loan Agreement. The Debtor acknowledges that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

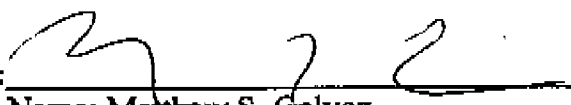
17. Termination. Upon the indefeasible payment in full in cash of the Obligations, including the cash collateralization (or at the Lender's option, a letter of credit issued for the account of the Debtor and at the Debtor's expense, in form and substance satisfactory to the Lender, by an issuer acceptable to the Lender and payable to the Lender as beneficiary), expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement (in each case consistent with the requirements of Section 3.5 of the Loan Agreement), this Agreement shall terminate, and the Secured Party shall execute and deliver such documents and instruments, and take such further action reasonably requested by the Debtor and at the Debtor's expense, as shall be reasonably necessary to evidence termination of the security interests granted by the Debtor to the Secured Party hereunder.

[Remainder of page left intentionally blank.]

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

**DEBTOR:**

**FLORIDA TILE INDUSTRIES, INC.,**  
a Florida corporation

By:   
Name: Matthew S. Galvez  
Title: President & Chief Executive Officer

**SECURED PARTY:**

**FLEET CAPITAL CORPORATION,**  
a Rhode Island corporation

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

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

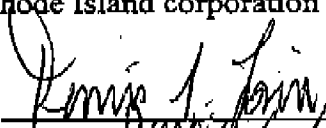
**DEBTOR:**

**FLORIDA TILE INDUSTRIES, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Matthew S. Galvez  
Title: President & Chief Executive Officer

**SECURED PARTY:**

**FLEET CAPITAL CORPORATION,**  
a Rhode Island corporation

By:  \_\_\_\_\_  
Name: Dennis S. Lopez  
Title: SVP

**SCHEDULE A**  
to the Trademark Security Agreement

United States Trademarks

<b>Trademark/Service Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filed</b>
ARTURA	1736586	12/01/1992	74/059428	05/16/1990
CONFETTI	1777895	06/22/1993	74/326484	10/29/1992
COUNTER ATTACK	2485631	09/04/2001	75/548205	09/04/1998
ESSENCE	1373816	12/03/1985	73/532043	04/12/1985
FLORIDA TILE	2023180	12/17/1996	74/691627	06/21/1995
FLORIDA TILE & DESIGN	819381	11/29/1966	72/228145	09/20/1965
FT	660002	04/01/1958	72/031836	06/12/1957
GLACIER	2341865	04/11/2000	75/475303	04/27/1998
LUSTER	1453211	08/18/1987	73/615657	08/20/1986
MINER'S MARK	2344028	04/18/2000	75/435369	02/17/1998
NATURA	1104764	10/24/1978	73/164602	03/31/1978
NATURA GLACIER	2344027	04/18/2000	75/435368	02/17/1998
NATURA GRANITE SERIES	1852407	09/06/1994	74/326483	10/29/1992
NATURA LIBERTY SERIES	1329600	04/09/1985	73/459466	01/03/1984
NATURA RUSTICO II	1471408	01/05/1988	73/585178	02/28/1986
NATURA SHANNON	1287092	07/24/1984	73/409886	01/18/1983
NATURA TOUGH ONE SERIES	1329604	04/09/1985	73/477178	04/25/1984
NATURA VENTO	1287090	07/24/1984	73/409884	01/18/1983
POTTER'S CHOICE	1170237	09/22/1981	73/267158	06/20/1980
POTTER'S TOUCH	1103897	10/10/1978	73/163112	03/21/1978
STUDIO III	1426581	01/27/1987	73/573958	12/17/1985

<u>Trademark/Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filed</u>
UNIVERSAL RUSTIC TRIM	2344049	04/18/2000	75/449316	03/12/1998
VALARO	1842383	06/28/1994	74/332378	11/18/1992