

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		12/16/2005	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	335 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Banking Institution:

**PROPERTY NUMBERS Total: 173**

Property Type	Number	Word Mark
Registration Number:	1915153	ACCUTUFT
Registration Number:	3000313	ACTIONS SPEAK
Registration Number:	2972459	ADURA
Registration Number:	2484873	AFFINITY
Registration Number:	1395709	AMERICAN
Registration Number:	2875443	AMERICAN LEGACY
Registration Number:	2745620	AMERICAN RUSTICS
Registration Number:	1656340	AQUALOC
Registration Number:	2217753	ARCHITEXTURES
Registration Number:	2327322	ARCHITEXTURES GEO
Registration Number:	2929480	ARTCRAFT
Registration Number:	2770187	ARNO
Registration Number:	2470202	ASHEVILLE

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Registration Number:	2246626	AURORA
Registration Number:	2987116	BENCHMARK
Registration Number:	2156493	BIOSPEC
Registration Number:	2772514	BOTICELLI
Registration Number:	2700130	BOTTOM LINE
Registration Number:	2880976	BOTTOM LINE
Registration Number:	2212651	BRONZE SERIES
Registration Number:	2586030	BRUSHWORK
Registration Number:	2952350	CALABRIA
Registration Number:	1471410	CALIFORNIA PLANK
Registration Number:	2998821	CAMEO
Registration Number:	2832774	CATANIA
Registration Number:	2693154	CHARLESTON OAK PLANK
Registration Number:	2813944	CLEAN GETAWAY
Registration Number:	2244463	CLEARTAC
Registration Number:	2502379	COLORGRAPH
Registration Number:	2753872	COLORPOINT
Registration Number:	2693080	COLORSAFE
Registration Number:	2301248	COLORSPEC
Registration Number:	2349062	COMFORTBARRIER
Registration Number:	2490848	CONTEC
Registration Number:	2944480	COORDINATIONS
Registration Number:	2530604	COREWELD
Registration Number:	2762739	CORTONA
Registration Number:	1538282	CUSTOMSPEC
Registration Number:	2011611	CUSTOMSPEC II
Registration Number:	1379310	DECORA
Registration Number:	1932180	DELTABAC
Registration Number:	1389932	DESIGN CENTER
Registration Number:	2447825	
Registration Number:	1111836	
Registration Number:	2493485	DESIGNER ESSENTIALS
Registration Number:	2856630	DIANA
Registration Number:	2770186	DONATELLO
Registration Number:	2162499	DURASTAR

Registration Number:	2673167	EARTH1ST
Registration Number:	2799825	ECOCORE
Registration Number:	2832773	ENTREVES
Registration Number:	2577968	ENVIROVISION
Registration Number:	2988747	FINE FIELDS
Registration Number:	2757376	FRA ANGELICA
Registration Number:	2772513	FRANCESCA
Registration Number:	2202786	GOLD SERIES
Registration Number:	1899974	HIP 5
Registration Number:	2815646	HOME OPENER
Registration Number:	2650136	HP HIGH PERFORMANCE BACKING
Registration Number:	2878612	I-BEAM BACKING
Registration Number:	2486039	ICORE
Registration Number:	2731127	INFINITY
Registration Number:	2905418	INSIGHT
Registration Number:	2947519	INSPIRATIONS
Registration Number:	1002443	JT 88
Registration Number:	3009181	JUMPSTART
Registration Number:	2423964	LIFECARE
Registration Number:	2689396	LIFELESSONS
Registration Number:	2898770	LIFELINES
Registration Number:	2757378	LIPARI
Registration Number:	2586457	LUMINESSE
Registration Number:	1734993	MACRO-TEC
Registration Number:	2744227	MAGELLAN OAK
Registration Number:	2835231	M MANNINGTON
Registration Number:	2444747	MAGNA
Registration Number:	2485576	MAGNA MICAFLEC
Registration Number:	2381790	MAGNA MULTIFLEC
Registration Number:	1310196	MANNINGTON
Registration Number:	1563368	MANNINGTON
Registration Number:	1728660	MANNINGTON
Registration Number:	2497854	MANNINGTON
Registration Number:	2622977	MANNINGTON
Registration Number:	2703702	MANNINGTON

Registration Number:	1711884	MANNINGTON
Registration Number:	1701921	MANNINGTON BRONZE SERIES
Registration Number:	1957873	MANNINGTON CLASSIC
Registration Number:	1873006	MANNINGTON COMMERCIAL
Registration Number:	2654332	MANNINGTON COMMERCIAL
Registration Number:	2237535	MANNINGTON LAMINATE FLOORS
Registration Number:	2710095	MANNINGTON MLOCK
Registration Number:	2241023	MANNINGTON NATURALS
Registration Number:	2792615	MANNINGTON PORCELAIN TILE
Registration Number:	2411392	MANNINGTON VILLA
Registration Number:	2760165	MASSERIA
Registration Number:	2241650	MEGATUFT
Registration Number:	2877918	MOMENTUM
Registration Number:	2609815	NATURAL COTTAGE CLICK
Registration Number:	2414023	NATURAL MANOR
Registration Number:	2414024	NATURAL VILLAGE
Registration Number:	2592420	NATURE FORM
Registration Number:	2689189	NATURE FORM REFLECTIVES
Registration Number:	2198971	NATUREFORM
Registration Number:	2466669	NATUREFORM
Registration Number:	2495658	NATURE FORM-DG
Registration Number:	2632637	NATUREFORM-HG
Registration Number:	2411247	NATURESCAPE
Registration Number:	2789642	PARMA
Registration Number:	2018821	PERIMIFLEX
Registration Number:	1592154	PERIMIFLEX
Registration Number:	2757377	PERUGIA
Registration Number:	1913470	PROBAC
Registration Number:	2257891	PROESSENTIALS
Registration Number:	2990892	PROFITABLE SOLUTIONS FOR BUILDERS
Registration Number:	1876013	QUICKSILVER
Registration Number:	1207364	QUIETBAC
Registration Number:	2977931	REALITIES
Registration Number:	2911513	SAVONA
Registration Number:	2617261	SEE AND FEEL THE DIFFERENCE

Registration Number:	2212774	SILVER SERIES
Registration Number:	2924633	SNAP & FIT
Registration Number:	2815647	SOLID FOOTING
Registration Number:	2605843	SOLIDPOINT
Registration Number:	2977152	STATEMENTS
Registration Number:	2815648	STYLE & PACE
Registration Number:	2963519	TEATRO
Registration Number:	2032776	TECHSTAR
Registration Number:	2915903	TEXTURE-TWIST
Registration Number:	2922391	THE LOOK YOU LOVE. FOR THE LIFE YOU LEAD.
Registration Number:	2440640	THE TRADITIONAL COLLECTION
Registration Number:	2414022	TRADITIONAL MANOR
Registration Number:	2406284	TRADITIONAL VILLAGE
Registration Number:	2872432	TUSCAN VALLEY
Registration Number:	1954127	ULTRA-BAC
Registration Number:	1823535	ULTRAFINISH
Registration Number:	1434754	ULTRAWEAR
Registration Number:	2840930	VALUE LOCK
Registration Number:	1355593	VEGA
Registration Number:	1786209	VEGA II
Registration Number:	2549674	VEGA III
Registration Number:	2911512	VESUVIO
Registration Number:	865245	VINYL-EASE
Registration Number:	2460152	WEATHERTREAD
Registration Number:	1895602	WINDSOR STRIP
Serial Number:	76604475	ABRUZZO
Serial Number:	76617521	ART WITH A HEART
Serial Number:	78748124	BOTANY
Serial Number:	78748110	BRAVURA
Serial Number:	78662480	DELTALOC
Serial Number:	76283229	EMBRACING HEALTH AND IMPROVING LIFE
Serial Number:	78574366	FACETS S.D.
Serial Number:	75903645	IBACK
Serial Number:	75824024	INNERCORE
Serial Number:	76568596	LEADERSHIP BY DESIGN

Serial Number:	76599658	MANNINGTON ASSURANCE MODULAR
Serial Number:	76612583	MANNINGTON CERAMIC TILE
Serial Number:	76569085	MANNINGTON REVOLUTIONS
Serial Number:	76587591	MCARE
Serial Number:	76211198	NATURE'S CHOICE
Serial Number:	78513215	NATURE'S PATHS
Serial Number:	76547880	OPERA
Serial Number:	76211077	PLATINUM SERIES
Serial Number:	76426962	RAVENNA
Serial Number:	76603185	RELAY
Serial Number:	78569178	SAFEWALKS
Serial Number:	76559444	STREAMLINES
Serial Number:	76563340	THE MANY FACES OF MANNINGTON
Serial Number:	76569075	TILE TOOL
Serial Number:	76556473	TRADE WINDS
Serial Number:	76525375	TRENDS & TRUTHS
Serial Number:	78593002	VARIABLE TWIST TECHNOLOGY
Serial Number:	78593006	VTT
Serial Number:	76555244	WELLCO
Serial Number:	78572014	WORKPLACE

**CORRESPONDENCE DATA**

Fax Number: (212)836-8026  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128367319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: Station 14-B  
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul Somelofske
Signature:	/Paul Somelofske/
Date:	01/30/2006

Total Attachments: 31

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**TRADEMARK**  
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MANNINGTON MILLS, INC.  
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**(2005 TRANSACTION)**

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (2005 TRANSACTION) (this "Second Amended and Restated Trademark Security Agreement") made as of the 16<sup>th</sup> day of December, 2005, by and between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Lenders, with an office at 335 Madison Avenue, New York, New York, 10017.

WITNESSETH:

WHEREAS, Borrower, Mannington Carpets, Inc., a Georgia corporation ("MCI"), certain financial institutions (the "Original Lenders") and BankAmerica Business Credit, Inc. ("BABC"), as agent (the "Original Agent") for the Original Lenders, entered into an Amended and Restated Loan and Security Agreement, dated as of December 12, 1997, as amended by a First Amendment to Amended and Restated Loan and Security Agreement, dated as of August 26, 1998, a Second Amendment to Amended and Restated Loan and Security Agreement, dated as of October 11, 1998, a Third Amendment to Amended and Restated Loan and Security Agreement, dated as of December 1, 1998, a Fourth Amendment to Amended and Restated Loan and Security Agreement, dated as of April 1, 1999, a Fifth Amendment to Amended and Restated Loan and Security Agreement, dated as of April 25, 2000, and a Sixth Amendment to Amended and Restated Loan and Security Agreement, dated as of April 16, 2001 (as so amended, the "Original Loan and Security Agreement");

WHEREAS, simultaneously with the execution and delivery of the Original Loan and Security Agreement, Borrower and the Original Agent entered into that certain Trademark Security Agreement dated as of December 12, 1997 (the "Original Trademark Security Agreement");

WHEREAS, Bank of America is the successor in interest in and to all of BABC's assets, interests, rights and obligations (collectively, its "Interests") in all of its capacities, including without limitation its Interests under the Original Loan and Security Agreement and all other Loan Documents (as defined in the Original Loan and Security Agreement) executed and delivered in connection therewith as an Original Lender and as the Original Agent;

WHEREAS, Borrower, MCI, certain financial institutions and Bank of America, as agent for such financial institutions, amended and restated the Original Loan and Security Agreement to restructure the loans and commitments of the financial institutions parties thereto and to make certain other changes, all pursuant to (i) a certain Second Amended and Restated Loan Agreement, dated as of December 18, 2001, as amended by a First Amendment to Second



Amended and Restated Loan Agreement, dated as of December 28, 2003, and a Second Amendment to Second Amended and Restated Loan Agreement, dated as of December 31, 2004 (as so amended, the "Second Amended and Restated Loan Agreement") and (ii) a certain Second Amended and Restated Security Agreement, dated as of December 18, 2001;

WHEREAS, simultaneously with the execution and delivery of the Second Amended and Restated Loan Agreement, Borrower and Agent entered into a certain Amended and Restated Trademark Security Agreement, dated as of December 18, 2001 (the "Amended and Restated Trademark Security Agreement");

WHEREAS, MCI has been merged with and into Borrower with Borrower as the surviving entity;

WHEREAS, Borrower, the Lenders and Agent have agreed to amend and restate the Second Amended and Restated Loan Agreement as a third amended and restated loan agreement to restructure the loans and commitments of the financial institutions parties thereto and to make certain other changes;

WHEREAS, simultaneously with the execution and delivery of this Second Amended and Restated Trademark Security Agreement, Borrower, the Lenders and Agent are entering into a Third Amended and Restated Loan Agreement (as from time to time amended, modified, restated or supplemented, the "Third Amended and Restated Loan Agreement"), dated as of the date hereof, and Borrower, Maneto, Inc., a Delaware corporation (formerly known as Mannington Mills of Delaware, Inc.), Dealers Supply North, Inc., a Delaware corporation, and Agent are entering into a Third Amended and Restated Security Agreement (as from time to time amended, modified, restated or supplemented, the "Third Amended and Restated Security Agreement"), dated as of the date hereof;

WHEREAS, the Lenders and Agent have required, as a condition to their entering into and advancing funds under the Third Amended and Restated Loan Agreement, that Borrower execute and deliver to Agent this Second Amended and Restated Trademark Security Agreement, which shall amend and restate the Amended and Restated Trademark Security Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and Agent to enter into the Third Amended and Restated Loan Agreement and to make Loans to Borrower and the other Borrowers thereunder and issue Letters of Credit, Borrower hereby agrees with Agent, for the benefit of Agent and the ratable benefit of the Lenders, that the Amended and Restated Trademark Security Agreement shall be, and hereby is, amended and restated in its entirety as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Third Amended and Restated Loan Agreement shall have the meaning specified for such term in the Third Amended and Restated Loan Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Second Amended and Restated Trademark Security Agreement shall refer to this Second Amended and Restated Trademark Security Agreement as a whole and not to any particular provision of this Second Amended and Restated Trademark Security Agreement, and paragraph references are to this Second Amended and Restated Trademark Security Agreement unless otherwise specified.

(c) All terms defined in this Second Amended and Restated 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 Second Amended and Restated Trademark Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Third Amended and Restated Loan Agreement. The Third Amended and Restated Loan 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, Borrower hereby grants to Agent, for the benefit of the Agent and the Lenders, 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 Borrower’s:

(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 Borrower’s 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 Borrower 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 Borrower 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. Borrower will not (i) enter into any agreement, including, without limitation, any agreement in which Borrower agrees 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 Borrower 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 Second Amended and Restated 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 Third Amended and Restated Loan Agreement, provided however, that Borrower 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. Borrower represents and warrants that (a) the Trademarks and Licenses listed on Schedule A of this Second Amended and Restated 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 Borrower, (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 Borrower to any Person in such Trademarks, Licenses and Other Trademark Rights, other than to Bank of America as Agent (and as successor to the Original Agent) under the Third Amended and Restated Loan Agreement, the Second Amended and Restated Loan Agreement and the Original Loan and Security Agreement. If, prior to the termination of this Second Amended and Restated Trademark Security Agreement, Borrower 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. Borrower shall give to Agent written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence as set forth in Section 5.2(l) of the Third Amended and Restated Loan Agreement. Borrower hereby authorizes Agent to modify this Second Amended and Restated 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) which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Borrower hereby agrees that the use by Agent on behalf of the Lenders 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 9.2 of the Third Amended and Restated Loan Agreement or pursuant to Section 23 of the Third Amended and Restated Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

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 Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks, Licenses and Other Trademark Rights, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, Borrower 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 Borrower under the Trademarks, Licenses or Other Trademark Rights or in connection with which such Trademarks, Licenses or Other Trademark Rights are used. Borrower 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 Second Amended and Restated Trademark Security Agreement is made for collateral security purposes only. This Second Amended and Restated 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 Third Amended and Restated Loan Agreement. Upon payment in full of all of the Obligations and termination of the Third Amended and Restated Loan Agreement, this Second Amended and Restated Trademark Security Agreement shall terminate and Agent shall promptly execute and deliver to Borrower, at Borrower's 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 Second Amended and

Restated Trademark Security Agreement, the Third Amended and Restated Security Agreement or the Third Amended and Restated Loan Agreement.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's 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 Second Amended and Restated 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 Borrower's business. Borrower further agrees not to abandon any Trademarks or (except in the ordinary course of Borrower's 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 Borrower.

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, Borrower 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. Borrower 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 Borrower of any provision of this Second Amended and Restated 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 Borrower 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 Borrower contained in this Second Amended and Restated 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 Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Second Amended and Restated Trademark Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Second Amended and Restated 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 Second Amended and Restated Trademark Security Agreement in any jurisdiction.

14. Modification. This Second Amended and Restated 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, Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse Borrower'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 Second Amended and Restated Trademark Security Agreement to any Person, including, without limitation, Agent or any Lender 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 Borrower's business connected with the use of, and symbolized by, such Trademarks, Licenses or Other Trademark Rights. Borrower 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 Third Amended and Restated Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Second Amended and Restated Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Third Amended and Restated Loan Agreement or the Third Amended and Restated 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 Second Amended and Restated 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, Borrower 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 Third Amended and Restated Loan 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 Second Amended and Restated Trademark Security Agreement, the Third Amended and Restated Loan Agreement and any other Loan Document.

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

**17. GOVERNING LAW. THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.**

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Third Amended and Restated Loan Agreement.

19. 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 Borrower and added to the Obligations secured hereby.

20. 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.

21. Execution in Counterparts. This Second Amended and Restated 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.

22. Further Assurances. Borrower 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 Borrower, to execute and deliver such documents and instruments, at Borrower's expense, as Agent deems necessary or proper to give effect to the provisions of this Second Amended and Restated Trademark Security Agreement.

23. Ratification and Confirmation. Borrower hereby confirms and agrees that, at all times from and including the date of the Original Trademark Security Agreement, it performed in all material respects all covenants and agreements required to be performed by it under the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement, including without limitation to reflect the amendment and restatement of the Second Amended and Restated Loan Agreement. Borrower hereby ratifies and confirms its grants under the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement of security interests in the Trademarks and Licenses (as defined thereunder) in which it has rights and confirms and agrees that such security interest secures any and all of the Obligations, including, without limitation, the Revolving Loans and Term Loans.



IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amended and Restated Trademark Security Agreement as of the date first written above.

MANNINGTON MILLS, INC.,  
a New Jersey corporation

By: Francis J. Norris  
Francis J. Norris  
Senior Vice President-Treasury,  
Risk & Administration

ATTEST:

By: Kevin P. Igo  
Kevin P. Igo  
Assistant Secretary

Accepted and agreed to as of  
the date first written above, by:

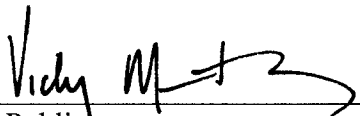
BANK OF AMERICA, N.A., as Agent

By: Robert Scanzitti  
Name: ROBERT SCANZITTI  
Title: VICE PRESIDENT

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

The foregoing Second Amended and Restated Trademark Security Agreement was executed and acknowledged before me this 16th day of December, 2005, by Francis J. Norris, personally known to me to hold the title of Senior Vice President-Treasury, Risk & Administration at Mannington Mills, Inc., a New Jersey corporation, on behalf of such corporation.

(SEAL)


  
\_\_\_\_\_  
Notary Public  
Kings County, New York  
My commission expires: \_\_\_\_\_

**VICKY MANTHAS**  
Notary Public, State of New York  
No. 02MA6016693  
Qualified in Kings County  
Commission Expires Nov. 30, 2006

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

The foregoing Second Amended and Restated Trademark Security Agreement was executed and acknowledged before me this 16th day of December, 2005, by Robert M. Scalzitti, personally known to me to be a Vice President of Bank of America, N.A., on behalf of such corporation.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
Kings County, New York  
My commission expires: \_\_\_\_\_

VICKY MANTHAS  
Notary Public, State of New York  
No. 02MA6016693  
Qualified in Kings County  
Commission Expires Nov. 30, 2006

Schedule A  
to  
Second Amended and Restated Trademark Security Agreement

Dated as of December 16, 2005

REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS, REGISTERED SERVICE  
MARKS AND SERVICE MARK APPLICATIONS

**MANNINGTON MILLS TRADEMARKS**

**ARGENTINA:**

MANNINGTON, Reg. 1659137

MANNINGTON (AND DESIGN), Reg. 1836077

MANNINGTON (AND DESIGN), App. 227,159

**AUSTRALIA:**

MANNINGTON (AND DESIGN), Reg. A544026

**BENELUX:**

INDIAN HEAD DESIGN, Reg. 332380

MANNINGTON, Reg. 332379

**BOLIVIA:**

MANNINGTON, Reg. 70476-C

WELLCO, Reg. 70495-C

**BRAZIL:**

MANNINGTON (AND DESIGN), App. 821723138

**CANADA:**

ABRUZZO, App. 1227693

ACCLAIM, Reg. 326,992

AMERICAN LEGACY, App. 1179718

AMERICAN RUSTICS, Reg. 638177

AQUALOC, Reg. 482110

ARCHITEXTURES, Reg. 529465

ARCHITEXTURES GEO, Reg. 535645

ARNO, Reg. 634149

AURORA, Reg. 311387

**BIOSPEC**, Reg. 498160  
**BOTTOM LINE**, Reg. 605292  
**BOTICELLI**, Reg. 634620  
**BRONZE SERIES**, Reg. 523,490  
**BRUSHWORK**, Reg. 584184  
**CALABRIA**, Reg. 643470  
**CATANIA**, Reg. 634766  
**CLASSICON**, Reg. 326,952  
**CLEAN GETAWAY**, Reg. 625129  
**COLORPOINT**, Reg. 636145  
**COMFORTBARRIER**, Reg. 534,550  
**COREWELD**, Reg. 590222  
**CORTONA**, Reg. 633695  
**CUSTOMSPEC**, Reg. 481,906  
**CUSTOMSPEC II**, Reg. 486,929  
**DESIGNER ESSENTIALS**, Reg. 572922  
**DIANA**, Reg. 623982  
**DONATELLO**, Reg. 623338  
**DURASTAR**, Reg. 521,096  
**ENTREVES**, Reg. 633352  
**FIELDS**, Reg. 447173  
**FORMS**, Reg. 447174  
**FRA ANGELICA**, Reg. 623407  
**FRANCESCA**, Reg. 623317  
**GOLD SERIES**, Reg. 517248

**GUARDIAN**, App. 1089938  
**HIP 5**, Reg. 474891  
**HOME OPENER**, Reg. 620553  
**IBACK**, Reg. 556382  
**I-BEAM BACKING**, App. 1181240  
**ICORE**, Reg. 578693  
**ICORE (STYLIZED)**, Reg. 616616  
**INNERCORE**, App. 1162950  
**INSIGHT**, App. 1078137  
**INTERLOC**, Reg. 422879  
**IT MUST BE MANNINGTON**, Reg. 500989  
**JT-88**, Reg. 358419  
**LUMINESSE**, Reg. 634755  
**LUNA**, Reg. 447175  
**MAGELLAN OAK**, Reg. 595320  
**MAGNA**, Reg. 555623  
**MAGNA MICAFLEC**, Reg. 578704  
**MAGNA MULTIFLEC**, Reg. 575962  
**MANNINGTON**, Reg. 335482  
**MANNINGTON AWARD SERIES**, Reg. 426926  
**MANNINGTON (DESIGN)**, Reg. 455974  
**MANNINGTON BRONZE SERIES**, Reg. 422508  
**MANNINGTON BRONZE SERIES (DESIGN)**, Reg. 419427  
**MANNINGTON CERAMIC TILE**, Reg. 471493  
**MANNINGTON CLASSIC**, Reg. 474239  
**MANNINGTON (STYLIZED)**, Reg. 420211

**MANNINGTON GOLD**, Reg. 457483

**MANNINGTON GOLD SERIES**, Reg. 415390

**MANNINGTON GOLD SERIES (DESIGN)**, Reg. 415628

**MANNINGTON IMPRESSIONS COLLECTION**, Reg. 501858

**MANNINGTON LAMINATE FLOORS (DESIGN)**, Reg. 533455

**MANNINGTON NATURALS**, Reg. 526926

**MANNINGTON SILVER SERIES**, Reg. 417670

**MANNINGTON SILVER SERIES (DESIGN)**, Reg. 426837

**MANNINGTON VILLA**, Reg. 551608

**MASSERIA**, Reg. 634613

**NATURAL MANOR**, Reg. 555109

**NATURAL VILLAGE**, Reg. 557017

**NATURE FORM REFLECTIVES**, Reg. 597824

**NATUREFORM**, Reg. 501758

**NATUREFORM**, Regs. 554187, 562491, and 635647

**NATUREFORM DG**, App. 1,044,405

**NATUREFORM REFLECTIVES**, App. 1,089,939

**NATUREFORM TEXTURES**, Reg. 597560

**NATURE'S CHOICE**, Reg. 597704

**NATURESCAPE**, Reg. 546361

**OMNIA**, Reg. 435,577

**PARMA**, App. 1194930

**PERIMIFLEX**, Reg. 444646

**PERUGIA**, Reg. 634869

**PLATINUM SERIES**, App. 1095568



**PREMIERE FLOORING SHOWROOM**, Reg. 467846  
**PRO BAC**, Reg. 545263  
**PROESSENTIALS**, Reg. 533452  
**QUICKSILVER**, Reg. 460492  
**RAVENNA**, Reg. 634732  
**RENAISSANCE COLLECTION**, Reg. 479163  
**RESOLUTION**, Reg. 394286  
**SAVONA**, Reg. 633946  
**SCRATCHRESIST**, App. 1091559  
**SEE AND FEEL THE DIFFERENCE**, Reg. 585171  
**SILABAR**, Reg. 503076  
**SILVER SERIES**, Reg. 521722  
**SILVERADO**, Reg. 463783  
**SNAP & FIT**, Reg. 566566  
**SOFTSHINE**, Reg. 446837  
**SOLID FOOTING**, Reg. 615396  
**SOLIDPOINT**, Reg. 591136  
**STARDANCE**, Reg. 422681  
**STRAIGHT TALK**, Reg. 454362  
**STYLE & PACE**, Reg. 625986  
**TECHSTAR**, Reg. 491820  
**THE LOOK YOU LOVE. FOR THE LIFE YOU LEAD.**, App. 1224548  
**THE TRADITIONAL COLLECTION**, Reg. 563440  
**TRADITIONAL MANOR**, Reg. 566827  
**TRADITIONAL VILLAGE**, Reg. 557016  
**TUSCAN VALLEY**, Reg. 623462

**VALUE LOCK**, Reg. 644685

**VEGA**, Reg. 322793

**VEGA II**, Reg. 429485

**VEGA III**, Reg. 581645

**VESUVIO**, Reg. 634754

**VIEWPOINT**, Reg. 620715

**WHAT'S NEXT IN FLOORING**, Reg. 606953

**CHILE:**

**MANNINGTON**, Reg. 510641

**MANNINGTON (INDIAN HEAD DESIGN)**, Reg. 391636

**WELLCO**, Reg. 545670

**CHINA:**

**MANNINGTON**, Reg. 1504925

**MANNINGTON (AND DESIGN)**, App. 81821

**COLOMBIA:**

**MANNINGTON**, Reg. 196151

**WELLCO**, Reg. 196152

**ECUADOR:**

**MANNINGTON**, Reg. 770-98

**WELLCO**, Reg. 769-98

**EUROPEAN COMMUNITY:**

**MANNINGTON**, Reg. 1175355

**MANNINGTON (AND DESIGN)**, Reg. 1175439

**GUATEMALA:**

**MANNINGTON (AND DESIGN)**, App. 1999-5415

**HONG KONG:**

MANNINGTON (AND DESIGN), Reg. 10078/2000

**JAPAN:**

MANNINGTON, Reg. 2557719

MANNINGTON, Reg. 4394507

MANNINGTON (AND DESIGN), Reg. 4394508

**KOREA:**

MANNINGTON, Regs. 474118 and 484611

MANNINGTON (AND DESIGN), Reg. 235102

M MANNINGTON (AND DESIGN), Reg. 496916

**MEXICO:**

M MANNINGTON (AND DESIGN), Reg. 724707

MANNINGTON, Apps. 427,415, 4274,16, 427,417, 427,418

ULTRAFINISH, Reg. 428710

**NEW ZEALAND:**

JT-88, Reg. 159643

MANNINGTON (AND DESIGN), Reg. 205550

MANNINGTON (AND DESIGN), Reg. 316229

MANNINGTON BRONZE SERIES, Reg. 208794

MANNINGTON GOLD, Reg. 209557

MANNINGTON GOLD SERIES, Reg. 208792

MANNINGTON SILVER SERIES, Reg. 208793

NEVER-WAX, Reg. 159642

**PARAGUAY:**

MANNINGTON (AND DESIGN), Reg. 221482

**PERU:**

MANNINGTON, Reg. 32611

WELLCO, Reg. 16332

**SAUDI ARABIA:**

MANNINGTON (AND DESIGN), Reg. 522182

**SINGAPORE:**

MANNINGTON, Apps. T99/05061A and T99/14976F

MANNINGTON (AND DESIGN), App. T99/14975H

M MANNINGTON (AND DESIGN), App. T99/05059Z

**SWEDEN:**

MANNINGTON (AND DESIGN), Reg. 237884

MANNINGTON GOLD, Reg. 236339

**TAIWAN:**

MANNINGTON, Regs. 931842 and 961003

MANNINGTON (AND DESIGN), Reg. 962215

MANNINGTON (AND DESIGN), Reg. 937111

**THAILAND:**

MANNINGTON (AND DESIGN), Reg. 129507

MANNINGTON (AND DESIGN), Reg. 133659

**UNITED ARAB EMIRATES:**

M MANNINGTON (AND DESIGN), Reg. 27091

**UNITED KINGDOM:**

MANNINGTON (Stylized), Reg. 1,452,569

MANNINGTON BRONZE SERIES, Reg. 1,458,185

MANNINGTON GOLD, Reg. 1,461,761

MANNINGTON GOLD SERIES, Reg. 1,458,178

**MANNINGTON SILVER SERIES, Reg. 1,458,184**

**UNITED STATES:**

**ABRUZZO, App. 76604475**

**ACCUTUFT, Reg. 1915153**

**ACTIONS SPEAK, Reg. 3000313**

**ADURA, Reg. 2972459**

**AFFINITY, Reg. 2484873**

**AMERICAN (AND DESIGN), Reg. 1395709**

**AMERICAN LEGACY, Reg. 2875443**

**AMERICAN RUSTICS, Reg. 2745620**

**AQUALOC, Reg. 1656340**

**ARCHITEXTURES, Reg. 2217753**

**ARCHITEXTURES GEO, Reg. 2327322**

**ART WITH A HEART, App. 76617521**

**ARTCRAFT, Reg. 2929480**

**ARNO, Reg. 2770187**

**ASHEVILLE, Reg. 2470202**

**AURORA, Reg. 2246626**

**BENCHMARK, Reg. No. 2987116**

**BIOSPEC, Reg. 2156493**

**BOTANY, App. 78748124**

**BOTICELLI, Reg. 2772514**

**BOTTOM LINE, Reg. No. 2700130**

**BOTTOM LINE (& DESIGN), Reg. 2880976**

**BRAVURA, App. 78748110**

**BRONZE SERIES, Reg. 2212651**

**BRUSHWORK**, Reg. 2586030  
**CALABRIA**, Reg. 2952350  
**CALIFORNIA PLANK**, Reg. 1471410  
**CAMEO**, Reg. 2998821  
**CATANIA**, Reg. 2832774  
**CHARLESTON OAK PLANK**, Reg. 2693154  
**CLEAN GETAWAY**, Reg. No. 2813944  
**CLEARTAC**, Reg. 2244463  
**COLORGRAPH**, Reg. 2502379  
**COLORPOINT**, Reg. 2753872  
**COLORSAFE**, Reg. 2693080  
**COLORSPEC**, Reg. 2301248  
**COMFORTBARRIER**, Reg. 2349062  
**CONTEC**, Reg. 2490848  
**COORDINATIONS**, Reg. 2944480  
**COREWELD**, Reg. 2530604  
**CORTONA**, Reg. 2762739  
**CUSTOMSPEC**, Reg. 1538282  
**CUSTOMSPEC II**, Reg. 2011611  
**DECORA**, Reg. 1379310  
**DELTABAC**, Reg. 1932180  
**DELTALOC**, App. 78662480  
**DESIGN CENTER**, Reg. 1389932  
**DESIGN ONLY**, Reg. 2447825  
**DESIGN ONLY (INDIANHEAD DESIGN)**, Reg. 1111836

**DESIGNER ESSENTIALS**, Reg. 2493485  
**DIANA**, Reg. 2856630  
**DONATELLO**, Reg. 2770186  
**DURASTAR**, Reg. 2162499  
**EARTH1ST**, Reg. 2673167  
**ECOCORE**, Reg. 2799825  
**EMBRACING HEALTH AND IMPROVING LIFE**, App. 76283229  
**ENTREVES**, Reg. 2832773  
**ENVIROVISION**, Reg. 2577968  
**FACETS S.D.**, App. 78574366  
**FINE FIELDS**, Reg. 2988747  
**FRA ANGELICA**, Reg. 2757376  
**FRANCESCA**, Reg. 2772513  
**GOLD SERIES**, Reg. 2202786  
**HIP 5**, Reg. 1899974  
**HOME OPENER**, Reg. 2815646  
**HP HIGH PERFORMANCE BACKING**, Reg. 2650136  
**IBACK**, App. 75903,645  
**I-BEAM BACKING**, Reg. 2878612  
**ICORE**, Reg. 2486039  
**INFINITY**, Reg. 2731127  
**INNERCORE**, App. 75824,024  
**INSIGHT**, Reg. 2905418  
**INSPIRATIONS**, Reg. 2947519  
**JT-88**, Reg. 1002443  
**JUMPSTART**, Reg. 3009181

**LEADERSHIP BY DESIGN**, App. 76568596

**LIFECARE**, Reg. 2423964

**LIFELESSONS**, Reg. 2689396


**LIFELINES**, Reg. 2898770

**LIPARI**, Reg. 2757378

**LUMINESSE**, Reg. 2586457

**MACRO-TEC**, Reg. 1734993

**MAGELLAN OAK**, Reg. 2744227

 **MANNINGTON** , Reg. 2835231

**MAGNA**, Reg. 2444747

**MAGNA MICAFLC**, Reg. 2485576

**MAGNA MULTIFLEC**, Reg. 2381790

**MANNINGTON**, Regs. 1310196, 1563368, 1728660, and 2497854

**MANNINGTON**, Reg. 2622977

**MANNINGTON (DESIGN)**, Reg. 2703702

**MANNINGTON (STYLIZED)**, Reg. 1711884

**MANNINGTON ASSURANCE MODULAR**, App. 76599658

**MANNINGTON BRONZE SERIES**, Reg. 1701921

**MANNINGTON CERAMIC TILE**, App. 76612583

**MANNINGTON CLASSIC**, Reg. 1957873

**MANNINGTON COMMERCIAL**, Regs. 1873006 and 2654332

**MANNINGTON LAMINATE FLOORS**, Reg. 2237535

**MANNINGTON MLOCK (& DESIGN)**, Reg. 2710095

**MANNINGTON NATURALS**, Reg. 2241023

**MANNINGTON PORCELAIN TILE**, Reg. 2792615



**MANNINGTON REVOLUTIONS**, App. 76569085

**MANNINGTON VILLA**, Reg. 2411392

**MASSERIA**, Reg. 2760165

**MCARE**, App. 76587591

**MEGATUFT**, Reg. 2241650

**MOMENTUM**, Reg. 2877918

**NATURAL COTTAGE CLICK**, Reg. 2609815

**NATURAL MANOR**, Reg. 2414023

**NATURAL VILLAGE**, Reg. 2414024

**NATURE FORM**, Reg. 2592420

**NATURE FORM REFLECTIVES**, Reg. 2689189

**NATUREFORM**, Regs. 2198971 and 2466669

**NATUREFORM DG**, Reg. 2495658

**NATUREFORM HG**, Reg. 2632637

**NATURESCAPE**, Reg. 2411247

**NATURE'S CHOICE**, App. 76211198

**NATURE'S PATHS**, App. 78513215

**OPERA**, App. 76547880

**PARMA**, Reg. 2789642

**PERIMIFLEX**, Reg. 2018821

**PERIMIFLEX (STYLIZED)**, Reg. 1592154

**PERUGIA**, Reg. 2757377

**PLATINUM SERIES**, App. 76211077

**PROBAC**, Reg. 1913470

**PROESSENTIALS**, Reg. 2257891

**PROFITABLE SOLUTIONS FOR BUILDERS**, Reg. 2990892  
**QUICKSILVER**, Reg. 1876013  
**QUIETBAC**, Reg. 1207364  
**RAVENNA**, App. 76426962  
**REALITIES**, Reg. 2977931  
**RELAY**, App. 76603185  
**SAFEWALKS**, App. 78569178  
**SAVONA**, Reg. 2911513  
**SEE AND FEEL THE DIFFERENCE**, Reg. 2617261  
**SILVER SERIES**, Reg. 2212774  
**SNAP&FIT**, Reg. 2924633  
**SOLID FOOTING**, Reg. 2815647  
**SOLIDPOINT**, Reg. 2605843  
**STATEMENTS**, Reg. 2977152  
**STREAMLINES**, App. 76559444  
**STYLE & PACE**, Reg. 2815648  
**TEATRO**, Reg. 2963519  
**TECHSTAR**, Reg. 2032776  
**TEXTURE-TWIST**, Reg. 2915903  
**THE LOOK YOU LOVE. FOR THE LIFE YOU LEAD**, Reg. 2922391  
**THE MANY FACES OF MANNINGTON**, App. 76563340  
**THE TRADITIONAL COLLECTION**, Reg. 2440640  
**TILE TOOL**, App. 76569075  
**TRADE WINDS**, App. 76556473  
**TRADITIONAL MANOR**, Reg. 2414022  
**TRADITIONAL VILLAGE**, Reg. 2406284

**TRENDS & TRUTHS**, App. 76525375  
**TUSCAN VALLEY**, Reg. 2872432  
**ULTRA-BAC**, Reg. 1954127  
**ULTRAFINISH**, Reg. 1823535  
**ULTRAWEAR**, Reg. 1434754  
**VALUE LOCK**, Reg. 2840930  
**VARIABLE TWIST TECHNOLOGY**, App. 78593002  
**VEGA**, Reg. 1355593  
**VEGA II**, Reg. 1786209  
**VEGA III**, Reg. 2549674  
**VESUVIO**, Reg. 2911512  
**VINYL-EASE**, Reg. 865245  
**VTT**, App. 78593006  
**WEATHERTREAD**, Reg. 2460152  
**WELLCO**, App. 76555244  
**WINDSOR STRIP**, Reg. 1895602  
**WORKPLACE**, App. 78572014

**URUGUAY:**

**M MANNINGTON**, Reg. 291354

**VENEZUELA:**

**WELLCO**, Reg. 1361-96

**VIETNAM:**

**MANNINGTON (AND DESIGN)**, Reg. 36159

## LICENSE AGREEMENTS

### Borrower as Licensee

12/31/02 E.I. duPont de Nemours and Company TEFLON trademark license

9/18/03 E.I. duPont de Nemours and Company STAINMASTER trademark license

### Borrower as Licensor

9/00 Akzenta Fussbodensystems Gmbhe Supply Agreement with Trademark License for laminate flooring products

9/01 Industria Trevo, LTDA Supply Agreement with Trademark License for wood flooring products

1/1/03 Engineered Flooring Solutions, Inc. Supply Agreement with Trademark License for wood flooring products

6/10/03 Cermiche di Siena Supply Agreement with Trademark License for porcelain tile flooring products

6/18/03 Ege Seramik America, Inc. Supply Agreement with Trademark License for porcelain tile flooring products

8/8/03 Novalis International Limited Supply Agreement with Trademark License for vinyl tile flooring products

12/2/03 Faus Group, Inc. Supply Agreement with Trademark License for laminate flooring products

12/4/03 Hangzhou Dazhuang Floor Co., Ltd. Supply Agreement with Trademark License for bamboo flooring products

5/1/04 Ceramica San Prospero Supply Agreement with Trademark License for porcelain tile flooring products

5/6/04 I.C.F. Industrie Ceramiche La Paenza S.P.A. Supply Agreement with Trademark License for porcelain tile flooring products

5/6/04 Runway, S.R.L. Supply Agreement with Trademark License for porcelain tile flooring products

5/6/04 Pastorelli srl Supply Agreement with Trademark License for porcelain tile flooring products

5/6/04 Ceramiche Epoca, S.R.L. Supply Agreement with Trademark License for porcelain tile flooring products

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8/30/04 American Marazzi Tile, Inc. Supply Agreement with Trademark License for porcelain tile flooring products

11/3/04 Suminoe Textile Co. Ltd. Supply Agreement with Trademark License for tile flooring products

12/3/04 New Elegant Living Timber Manufacturing (Zhongshan), Ltd. Supply Agreement with Trademark License for hardwood flooring products

12/6/04 EPC America Supply Agreement with Trademark License for porcelain tile flooring products

2/7/05 Losetas Asfálticas, S.A. de S. V. (Vinylasa) Supply Agreement with Trademark License for vinyl composition tile products

Exhibit A  
to  
Second Amended and Restated Trademark Security Agreement

ASSIGNMENT OF TRADEMARK AND TRADEMARK LICENSE REGISTRATIONS AND APPLICATIONS

WHEREAS, MANNINGTON MILLS, INC. (“Assignor”), a New Jersey corporation with an address at 75 Mannington Mills Road, Salem, New Jersey 08079, 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:

MANNINGTON MILLS, INC.

By \_\_\_\_\_  
Kevin P. Igo  
Assistant Secretary

By \_\_\_\_\_  
Francis J. Norris  
Senior Vice President-  
Treasury, Risk & Administration

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