OP \$140.00 28727

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|--|
| Product Concepts Residential, LLC | | 102/08/2006 | LIMITED LIABILITY COMPANY: GEORGIA |
| PCR Holdings, LLC | | 102/08/2006 | LIMITED LIABILITY COMPANY: DELAWARE |
| Constantine Dyeing, LLC | | 102/08/2006 | LIMITED LIABILITY COMPANY: GEORGIA |
| PCR Acquisition, LLC | | 102/08/2006 | LIMITED LIABILITY COMPANY: GEORGIA |

RECEIVING PARTY DATA

| Name: | Goldman Sachs Specialty Lending Group, L.P. | |
|-------------------|---|--|
| Street Address: | 600 E. Las Colinas Boulevard | |
| Internal Address: | Suite 400 | |
| City: | Irving | |
| State/Country: | TEXAS | |
| Postal Code: | 75039 | |
| Entity Type: | LIMITED PARTNERSHIP: | |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark | |
|----------------------|---------|--|--|
| Registration Number: | 2872789 | PRECISION LOC | |
| Registration Number: | 2979603 | SUSTILLIAN | |
| Registration Number: | 2988123 | TOUGH STUFF | |
| Registration Number: | 2484900 | THE WORLD'S LEADER IN TEXTURED CARPETS | |
| Registration Number: | 2515833 | THE WORLD'S LEADER IN TEXTURED CARPETS | |

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK REEL: 003250 FRAME: 0681

900042598

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: V. Craig Belair

Address Line 1: 2001 Ross Ave., Suite 3000

Address Line 2: Patton Boggs, LLP
Address Line 4: Dallas, TEXAS 75201

| ATTORNEY DOCKET NUMBER: | 023714.0108 | |
|-------------------------|-------------------|--|
| NAME OF SUBMITTER: | V. Craig Belair | |
| Signature: | /V. Craig Belair/ | |
| Date: | 02/21/2006 | |

Total Attachments: 21

source=GoldmanSachsl#page1.tif source=GoldmanSachsl#page2.tif source=GoldmanSachsl#page3.tif source=GoldmanSachsl#page4.tif source=GoldmanSachsl#page5.tif source=GoldmanSachsl#page6.tif source=GoldmanSachsl#page7.tif source=GoldmanSachsl#page8.tif source=GoldmanSachsl#page9.tif source=GoldmanSachsl#page10.tif source=GoldmanSachsl#page11.tif source=GoldmanSachsl#page12.tif source=GoldmanSachsl#page13.tif source=GoldmanSachsl#page14.tif source=GoldmanSachsl#page15.tif source=GoldmanSachsl#page16.tif source=GoldmanSachsl#page17.tif source=GoldmanSachsl#page18.tif source=GoldmanSachsl#page19.tif source=GoldmanSachsl#page20.tif source=GoldmanSachsl#page21.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of February 8, 2006, by PCR ACQUISITION, LLC, a Georgia limited liability company ("Acquisition"), together with its successor after the Closing Date Merger (as defined in the Credit Agreement described below) has been consummated, PRODUCT CONCEPTS RESIDENTIAL, LLC, a Georgia limited liability company ("PCR"), PCR HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), CONSTANTINE DYEING, LLC, a Georgia limited liability company ("Constantine") and PRODUCT CONCEPTS RESIDENTIAL, LLC, a Georgia limited liability company ("PCR" and together with Acquisition, Holdings and Constantine, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as administrative, payment and collateral agent for the Lenders (in such capacity, the "Agent"). For purposes of this IP Security Agreement, "Borrower" means (a) at all times up to and including the making of the initial Credit Extension (as defined in the Credit Agreement described below) and the consummation of the Closing Date Merger (as defined in the Credit Agreement described below), Acquisition, and (b) at all times thereafter, PCR. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a term loan (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Borrower's prompt and complete payment of the Loans and the performance and observance of all of the Grantors' Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but

Intellectual Property Security Agreement 023714.0108, 358253

excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (as defined in the Pledge and Security Agreement) (the "IP Collateral"):

- (a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on <u>Schedule A</u> attached hereto (collectively, the "<u>Copyrights</u>");
- (b) The U.S. and foreign patents and patent applications set forth on <u>Schedule</u> <u>B</u> attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "<u>Patents</u>");
- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on <u>Schedule C</u> attached hereto and all goodwill associated with the foregoing (collectively, the "<u>Trademarks</u>");
- (d) The domain names and registrations set forth on <u>Schedule D</u> attached hereto and all goodwill associated with the foregoing (collectively, the "<u>Domain Names</u>");
- (e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;
- (f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;
- (g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
 - (h) Any and all products and proceeds of any of the foregoing.
- 2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.
- 3. <u>Assignment</u>. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assingment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.
 - 4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the

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Intellectual Property Security Agreement 023714.0108. 358253 ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

- (a) To modify or amend (in the sole discretion of the Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property, as defined in the Pledge and Security Agreement (or application or license therefor), acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;
- (b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;
- (c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and
- (d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

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Intellectual Property Security Agreement 023714.0108. 358253

- 5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.
- 6. <u>Newly Registered Copyrights, Patents and Trademarks</u>. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. <u>Miscellaneous</u>.

- (a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Credit Documents, the provisions of the Credit Agreement or the other Credit Documents shall govern.
- (b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

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Intellectual Property Security Agreement 023714.0108. 358253

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

GRANTORS:

PCR ACQUISITION, LLC

BY: PCR HOLDINGS, LLC, its Sole Member

BY: LINEAGE PCR, INC., its Sole Member

By:

William McKinley
President and Treasurer

PCR HOLDINGS, LLC

BY: LINEAGE PCR, INC., its Sole Member

By:

William McKinley
President and Treasurer

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CONSTANTINE DYEING, LLC

BY: PRODUCT CONCEPTS RESIDENTIAL, LLC, its Sole Member

By: Robert S. Wein

President and Chief Executive Officer

Intellectual Property Security Agreement 023714.0108. 358253

The undersigned, Product Concepts Residential, LLC, hereby agrees that, as contemplated by the definition of "Borrower" set forth herein, effective upon the making of the initial Credit Extension under the Credit Agreement and the consummation of the Closing Date Merger referred to therein, the undersigned shall become the "Borrower" thereunder and hereunder and succeed, by operation of law and the provisions of the Credit Agreement and the other Credit Documents, to all of the rights and obligations of PCR Acquisition, LLC and Borrower under the Credit Agreement and the other Credit Documents.

PRODUCT CONCEPTS RESIDENTIAL, LLC

By:

President and Chief Executive Officer

Intellectual Property Security Agreement 023714.0108. 358253

AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By:

Name: Jasa P. G.

Intellectual Property Security Agreement 023714.0108. 358253

| bonnonine alto of state of massachusetts |
|--|
| : SS COUNTY OF Suffer the undersigned, a Notary Public, on this the day of hely 2006, personally appeared will make the second of PCR ACQUISITION, LLC, as Grantor, and that and Later the second sec |
| that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, managers, members or other such governing authority, and the said William when said with the said |
| Notary Public My Commission Expires: 12/22/06 |

Camille A. Power, Notary Public My Commission Expires December 22, 2006

> Intellectual Property Security Agreement 023714.0108. 358253

| STATE OF Season | |
|--|---|
| | : SS |
| COUNTY OF Down | : |
| sworn, did say that he is the <u>flexible</u> ψ LLC, as Grantor, and that said Intellectua said Grantor, by authority of its board of | ed, a Notary Public, on this Aday of Jel., 2006, to me known personally, who, being by me duly of PRODUCT CONCEPTS RESIDENTIAL, I Property Security Agreement was signed on behalf of directors board of directors, managers, members or the said Labels were acknowledged said |
| | London Ward |
| | Notary Public |
| | My Commission Expires: 16-18-09 |

Intellectual Property Security Agreement 023714.0108. 358253

| STATEOF Massachusetts |
|--|
| Before me, the undersigned, a Notary Public, on this May of N. 2006, personally appeared Millan McKinh to me known personally, who, being by me duly sworn, did say that he is the 100, 1 May of PCR HOLDINGS, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, board of directors, managers, members or other such governing authority and the said Walland Can Jacknowledged said instrument to be his free act and deed. |
| Notary Public My Commission Expires: 12/20/06 |

Camille A. Power. Notary Public
My Commission Expires December 22, 2006

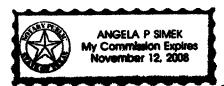
Intellectual Property Security Agreement 023714.0108. 358253

| Before me, the undersigned, a Notary Public, on this day of Jeb. 2006, personally appeared foliat which, to me known personally, who, being by me duly sworn, did say that he is the freshed of CONSTANTINE DYEING, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, board of directors, managers, members or other such governing authority and the said foliations acknowledged said instrument to be his free act and deed. | STATE OF Beorgin | : |
|---|--|--|
| Before me, the undersigned, a Notary Public, on this day of Jeb. 2006, personally appeared foliat which, to me known personally, who, being by me duly sworn, did say that he is the formative CEO of CONSTANTINE DYEING, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, board of directors, managers, members or other such governing authority and the said foliations acknowledged said instrument to be | | : SS |
| sworn, did say that he is the <u>freshot & CEO</u> of CONSTANTINE DYEING, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, board of directors, managers, members or other such governing authority and the said <u>labert were</u> acknowledged said instrument to be | COUNTY OF Dorlar | : |
| | sworn, did say that he is the <u>President</u> of Grantor, and that said Intellectual Property Grantor, by authority of its board of direct such governing authority and the said <u>Roberts</u> | of CONSTANTINE DYEING, LLC, as Security Agreement was signed on behalf of said ors, board of directors, managers, members or other |

Notary Public
My Commission Expires: 10-18-09

Intellectual Property Security Agreement 023714.0108. 358253

| STATE OF | Texas | . : |
|--|--|--|
| | | : SS |
| COUNTY OF | Dallas | . : |
| that he is the $\sqrt{}$ as Agent, and the | ce President to me know ce President of GOLDM nat said Intellectual Property | while, on this <u>lo</u> day of <u>February</u> 2006, personally wn personally, who, being by me duly sworn, did say MAN SACHS SPECIALTY LENDING GROUP, L.P., erty Security Agreement was signed on behalf of said acknowledged said instrument to be his free act and |



deed.

My Commission Expires: November 12, 2008

Intellectual Property Security Agreement 023714.0108. 358253

COPYRIGHT COLLATERAL

Registered Copyrights

| Title | Nature of | Registration No. | Effective Date of |
|--------------------|---------------------|---------------------------------------|-------------------|
| | Authorship/Work | | Registration |
| Precision Loc | Design on sheetlike | VA-1-282-485 | 6/1/04 |
| | material; carpet | | |
| | design; precision | | İ |
| | loc tile (full and | | |
| | half scale) | | |
| Plank | Design on sheetlike | VA-1-299-309 | 2/7/05 |
| | material; carpet | | |
| | design; carpet | | |
| Artem | Design on sheetlike | VA-1-311-636 | 1/14/05 |
| | material; carpet | | |
| | design; carpet | | |
| Shadowlands | Design on sheetlike | VA-1-311-637 | 1/14/05 |
| | material; carpet | | |
| | design; carpet | <u> </u> | |
| Precision Loc | Design on sheetlike | Txu-1-185-014 | 7/12/04 |
| Modular Tile & | material; carpet | | |
| Broadloom | design; carpet | | |
| Proxy | Design on sheetlike | VA-1-319-784 | 6/17/05 |
| | material; carpet | | |
| | design; carpet | | |
| Bearclaw | Design on sheetlike | VAu 445-522 | 6/10/99 |
| | material; carpet | | |
| | design; carpet | | |
| Commercial Square | Design on sheetlike | VAu 443-470 | 3/24/99 |
| | material; carpet | | |
| | design; carpet | · | |
| Cub Claw | Design on sheetlike | VA 1-031-897 | 8/1/00 |
| | material; carpet | | |
| | design; carpet | | |
| Gridlock | Design on sheetlike | VA 1-089-555 | 7/9/01 |
| | material; carpet | | |
| | design; carpet | | |
| Intermittent Black | Design on sheetlike | VA 906-732 | 4/2/98 |
| Dot | material; carpet | | |
| | design; carpet | | |
| Loom 17 | Design on sheetlike | VA 1-089-553 | 7/9/01 |
| | material; carpet | | |
| | design; carpet | · · · · · · · · · · · · · · · · · · · | |
| Pachinko | Design on sheetlike | VA 1-089-557 | 7/9/01 |
| | material; carpet | | i |
| | design; carpet | | |

COPYRIGHT COLLATERAL

Registered Copyrights

| Title | Nature of | Registration No. | Effective Date of |
|--------------------|---------------------|------------------|-------------------|
| Swirl | Authorship/Work | VA 1 021 006 | Registration |
| SWILL | Design on sheetlike | VA 1-031-896 | 8/1/00 |
| | material; carpet | ļ | İ |
| Topography | design; carpet | X74 1 000 556 | 70.00 |
| тородгарпу | Design on sheetlike | VA 1-089-556 | 7/9/01 |
| | material; carpet | ļ | |
| Baccarat | design; carpet | 774 1 105 500 | 2/00/02 |
| Daccarat | Design on sheetlike | VA 1-197-792 | 6/30/03 |
| | material; carpet | | |
| 160 | design; carpet | *** | |
| Flower | Design on sheetlike | VA 1-197-787 | 6/30/03 |
| | material; carpet | | |
| Moroccan | design; carpet | 774 4 10# =00 | 6/00/00 |
| Moloccan | Design on sheetlike | VA 1-197-788 | 6/30/03 |
| | material; carpet | | |
| O11 | design; carpet | | |
| Scroll | Design on sheetlike | VA 1-197-794 | 6/30/03 |
| | material; carpet | | |
| 77 21 T | design; carpet | | |
| Tribal | Design on sheetlike | VA 1-197-789 | 6/30/03 |
| | material; carpet | | |
| | design; carpet | | |
| Bob's Shirt | Design on sheetlike | VA 1-240-387 | 9/29/03 |
| | material; carpet | | |
| | design; carpet | | |
| Hop Scotch | Design on sheetlike | VA 1-240-383 | 9/29/03 |
| | material; carpet | | |
| | design; carpet | | |
| Mini Line-Up | Design on sheetlike | VA 1-240-385 | 9/29/03 |
| | material; carpet | | |
| | design; carpet | | |
| Origami | Design on sheetlike | VA 1-240-390 | 9/29/03 |
| | material; carpet | | |
| | design; carpet | ···· | |
| Stripe | Design on sheetlike | VA 1-240-388 | 9/29/03 |
| | material; carpet | | |
| | design; carpet | | |
| Boxes (sheared and | Design on sheetlike | VA 1-236-439 | 10/15/03 |
| unsheared version) | material; carpet | | |
| | design; carpet | | |
| Flex | Design on sheetlike | VA 1-240-382 | 9/29/03 |
| | material; carpet | | |

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Registered Copyrights

| Title | Nature of Authorship/Work | Registration No. | Effective Date of Registration |
|--------------------------------------|---|------------------|--------------------------------|
| | design; carpet | | |
| Primitive | Design on sheetlike material; carpet design; carpet | VA 1-236-440 | 10/15/03 |
| Strata | Design on sheetlike material; carpet design; carpet | VA 1-236-438 | 10/15/03 |
| North Africa | Design on sheetlike material; carpet design; carpet | VA-784-166 | 5/13/96 |
| Symposium | Design on sheetlike material; carpet design; carpet | VA-1-031-898 | 8/1/00 |
| Cadence (sheared): Cadence (loop) | Design on sheetlike material; carpet design; carpet | VA-1-031-899 | 8/1/00 |
| Corridor | Design on sheetlike material; carpet design; carpet | VA-1-089-554 | 7/9/01 |
| Labryrith | Design on sheetlike material; carpet design; carpet | VA-1-089-558 | 7/9/01 |
| Patch | Design on sheetlike material; carpet design; carpet | VA-1-089-559 | 7/9/01 |
| Flagship | Design on sheetlike material; carpet design; carpet | VA-1-197-784 | 6/30/03 |
| Dandelions | Design on sheetlike material; carpet design; carpet | VA-1-197-785 | 6/30/03 |
| O's | Design on sheetlike material; carpet design; carpet | VA-1-197-786 | 6/30/03 |
| Waves | Design on sheetlike material; carpet design; carpet | VA-1-197-790 | 6/30/03 |
| Sound Waves | Design on sheetlike material; carpet design; carpet | VA-1-197-791 | 6/30/03 |
| Leaves | Design on sheetlike | VA-1-197-793 | 6/30/03 |

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Registered Copyrights

| Title | Nature of Authorship/Work | Registration No. | Effective Date of Registration |
|----------------------------------|---|------------------|--------------------------------|
| | material; carpet design; carpet | | |
| Cross Currents | Design on sheetlike material; carpet design; carpet | VA-1-236-436 | 10/15/03 |
| Sandstorm | Design on sheetlike material; carpet design; carpet | VA-1-236-437 | 10/15/03 |
| Weave | Design on sheetlike material; carpet design; carpet | VA-1-236-441 | 10/15/03 |
| Gesture | Design on sheetlike material; carpet design; carpet | VA-1-236-442 | 10/15/03 |
| Fait Accompli | Design on sheetlike material; carpet design; carpet | VA-1-238-342 | 10/28/03 |
| Complex | Design on sheetlike material; carpet design; carpet | VA-1-238-343 | 10/28/03 |
| Terra (sheared): Terra (loop) | Design on sheetlike material; carpet design; carpet | VA-1-238-344 | 10/28/03 |
| Maximum | Design on sheetlike material; carpet design; carpet | VA-1-238-345 | 10/28/03 |
| CEO | Design on sheetlike material; carpet design; carpet | VA-1-238-346 | 10/28/03 |
| Matrix | Design on sheetlike material; carpet design; carpet | VA-1-238-347 | 10/28/03 |
| Line-up | Design on sheetlike material; carpet design; carpet | VA-1-240-384 | 9/29/03 |
| Olive Branch | Design on sheetlike material; carpet design; carpet | VA-1-240-386 | 9/29/03 |
| Harmonics | Design on sheetlike material; carpet design; carpet | VA-1-240-389 | 9/29/03 |
| Shockwave | Design on sheetlike | VA-1-240-391 | 9/29/03 |

COPYRIGHT COLLATERAL

Registered Copyrights

| Title | Nature of Authorship/Work | Registration No. | Effective Date of Registration |
|------------|---|------------------|--------------------------------|
| | material; carpet design; carpet | | |
| Damaskus | Design on sheetlike material; carpet design; carpet | VAu-395-641 | 5/14/97 |
| Hermitadge | Design on sheetlike material; carpet design; carpet | VAu-443-469 | 3/24/99 |

Pending Copyrights

| Title | Nature of | Designation States |
|------------------|---------------------|---------------------|
| Time | | Registration Status |
| G | Authorship/Work | |
| Symphonia | Design on sheetlike | Pending |
| | material; carpet | ļ |
| <u></u> | design; carpet | |
| Dusk | Design on sheetlike | Pending |
| | material; carpet | |
| | design; carpet | |
| Styx | | Pending |
| Trax | | Pending |
| Trace | Design on sheetlike | Pending |
| | material; carpet | J |
| | design; carpet | |
| Fine Weave | Design on sheetlike | Pending |
| | material; carpet | _ |
| | design; carpet | |
| Plaid Weave | Design on sheetlike | Pending |
| | material; carpet | 3 |
| | design; carpet | |
| Positive Slopes | Design on sheetlike | Pending |
| 1 ositive Stopes | material; carpet | 1 Chang |
| | | |
| 77 | design; carpet | |
| Negative Slopes | Design on sheetlike | Pending |
| , | material; carpet | |
| | design; carpet | |

SCHEDULE B

PATENT COLLATERAL

Patents

| Title | Patent No. | App. No. | Filing Date | Issue Date |
|--|------------|-----------|-------------|------------|
| Creel | 5531392 | 08/381084 | 1/13/95 | 7/2/96 |
| Creel | 5613643 | 08/639627 | 4/29/96 | 3/25/97 |
| Selective Elevation of Particular Yarns Fed Through a Single Needle Method and Apparatus | 6895877 | 10/987062 | 11/12/04 | 5/24/05 |
| Imbedded Vinyl Flooring Product and Method of Manufacture | 6696004 | 10/125290 | 4/18/02 | 2/24/04 |
| Tip Shearing Carpet with Moisture Control | 6722000 | 10/300464 | 11/20/02 | 4/20/04 |
| Vinyl Flooring Product and Method of Manufacture | 6903033 | 10/300273 | 11/20/02 | 6/7/05 |

Pending Patent Applications

| Title | App. No. | Filing Date |
|---|-----------|-------------|
| Multiple Yarn Delivery to a Single | 11/041824 | 1/24/05 |
| Needle Method and Apparatus | <u>}</u> | , |
| Imbedded Vinyl Flooring Product | 10/606074 | 6/25/03 |
| Imbedded Vinyl Flooring Product | 10/678316 | 10/2/03 |
| Pattern Carpet Tile for use in Creating | 11/204472 | 8/16/05 |
| Design While Maintaining a Common | i | |
| Direction of Tuft in an Installation | | |
| Sheet Vinyl Products and Method of | 10/764249 | 1/23/04 |
| Producing Same. | | |
| Tip Shearing Pattern in Carpet | 10/962834 | 10/12/04 |

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

| Mark | Туре | Registration No. | App. No. | Reg. Date |
|--|------------|------------------|-----------|-----------|
| PRECISION LOC | Std. Char. | 2872789 | 78/208426 | |
| SUSTILLIAN | Std. Char. | 2979603 | 78/332681 | 7/26/05 |
| TOUGH STUFF | Std. Char. | 2988123 | 78/298888 | 8/23/05 |
| THE WORLD'S LEADER IN TEXTURED CARPETS | Std. Char. | 2484900 | 76/065945 | 9/4/01 |
| THE WORLD'S LEADER IN TEXTURED CARPETS | Std. Char. | 2515833 | 75/415932 | 12/4/01 |

Pending Trademark Applications

None

SCHEDULE D

DOMAIN NAMES

www.constantine-carpet.com

TRADEMARK REEL: 003250 FRAME: 0703

RECORDED: 02/21/2006