

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tandus US, Inc.		05/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2389688	ACCUWEAVE
Registration Number:	2460323	ACCUWEAVE COLLECTION
Registration Number:	3113095	COLOURESCE
Registration Number:	2536921	DYNEX
Registration Number:	2289432	DYNEX SD
Registration Number:	2296732	ER3
Registration Number:	1355589	GUARDIAN
Registration Number:	2434041	MINING BUILDINGS FOR RESOURCES INSTEAD OF THE EARTH
Registration Number:	2223798	PLEXUS
Registration Number:	2613713	PLEXUS IDEAS
Registration Number:	0879194	POWERBOND
Registration Number:	2218388	POWERBOND RS
Registration Number:	2290544	POWER-STOP

CH \$515.00 2389688

Registration Number:	2540943	PROTECTING OUR FUTURE BY RECLAIMING OUR PAST
Registration Number:	2624721	REPEAT
Registration Number:	2418384	SEE A VISION FOR A SUSTAINABLE FUTURE
Registration Number:	2510884	SHARED CIRCLE OF RESPONSIBILITY
Registration Number:	2190765	SOURCE ONE
Registration Number:	2983357	STRATATEC
Registration Number:	2440974	SYMTEX

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CS # 946912
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/13/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, TANDUS US, INC., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Collins & Aikman Floorcoverings, Inc. (the "**Borrower**"), Holdings, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent and Collateral Agent, are parties to a Term Credit Agreement dated as of May 8, 2007 (as amended from time to time, the "**Term Credit Agreement**"); and

WHEREAS, pursuant to (i) a Term Guarantee and Security Agreement dated as of May 8, 2007 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien Grantor's right, title and interest in the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that any "intent-to-use" Trademark which would be rendered invalid, unenforceable or void by the grant of a security interest created pursuant to this Trademark Security Agreement is excluded from the foregoing security interests only for so long as the "intent-to-use" status of such Trademark continues;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; *provided* that any Trademark License which would be rendered invalid or unenforceable by the grant of a

security interest created pursuant to the terms of this Trademark Security Agreement are excluded from the foregoing security interests only for so long as, and to the extent that, such prohibition or reason for such invalidity exists; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing; *provided* that any Trademark License which would be rendered invalid or unenforceable by the grant of a security interest created pursuant to the terms of this Trademark Security Agreement are excluded from the foregoing security interests only for so long as, and to the extent that, such prohibition or reason for such invalidity exists.

Except to the extent expressly permitted in the Security Agreement or the Term Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of May, 2007.

TANDUS US, INC.,

By: *Leonard F. Ferro*
Name: Leonard F. Ferro
Title: v.p./c.f.o.

[Trademark Security Agreement]

TRADEMARK
REEL: 003560 FRAME: 0240

STATE OF GEORGIA)
) ss.:
COUNTY OF WHITFIELD)

I, Kaye B. Blackburn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Leonard F. Ferro, V.P./C.F.O. of TANDUS US, INC. (the "**Company**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P./C.F.O., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 4th day of May, 2007.

[Seal]

Kaye B. Blackburn

Signature of notary public
Notary Public, Whitfield County, Georgia
My Commission expires My Commission Expires Sept. 9, 2008

[Trademark Security Agreement]

TRADEMARK
REEL: 003560 FRAME: 0241

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent

By: Robert Klawinski

Name:

Title:

Robert Klawinski
Senior Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 003560 FRAME: 0242

OBLIGORS' AND SUBSIDIARIES' REGISTERED TRADEMARKS:

TRADEMARK	OWNER	STATUS IN TRADEMARK OFFICE	FEDERAL REGISTRATION NO.	REGISTRATION DATE
AT HOME WITH CROSSLEY & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA538,154	12/1/2000
BEAUTY THAT LASTS	CROSSLEY CARPET MILLS	REGISTERED	Canadian: TMA388,756	9/6/1991
CARPETCREST MILLS	CROSSLEY CARPET MILLS	REGISTERED	TMA213,004	3/26/1976
CARPETCREST MILLS & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA216,594	4/30/1976
CHEZ SOI AVEC CROSSLEY & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA538,125	11/30/2000
COLOURS BY CROSSLEY & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA538,124	11/30/2000
CONFIDENCE IN CARPET SELECTION & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA491,576	3/18/1998
COULEURS PAR CROSSLEY & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA538,153	12/1/2000
CROSSBASE	CROSSLEY CARPET MILLS	REGISTERED	Canadian: TMA626,798	11/26/2004
CROSSCUSHION	CROSSLEY CARPET MILLS	REGISTERED	Canadian: TMA646,490	8/24/2005
CROSSLEY AT HOME	CROSSLEY CARPET MILLS	REGISTERED	TMA578,907	4/30/2003
CROSSLEY CARPETS	CROSSLEY CARPET MILLS	REGISTERED	TMA388,755	9/6/2006
CROSSLEY CARPETS & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA406,910	1/15/1993
CROSSLEY L'ART DU TISSAGE ALLIE A L'IN	CROSSLEY CARPET MILLS	REGISTERED	TMA422,360	1/21/1994
CROSSLEY WEAVING ART W/INNOVATION & DES.	CROSSLEY CARPET MILLS	REGISTERED	TMA422,359	1/21/1994
CROSSWEAVE	CROSSLEY CARPET MILLS	REGISTERED	Canadian:	11/27/1997

OBLIGORS' AND SUBSIDIARIES' REGISTERED TRADEMARKS:

TRADEMARK	OWNER	STATUS IN TRADEMARK OFFICE	FEDERAL REGISTRATION NO.	REGISTRATION DATE
CROSSWEAVE	CROSSLEY CARPET MILLS	REGISTERED	TMA405,624	1/27/1992
LOOM DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA422,361	1/21/1994
NATURALLY YOURS	CROSSLEY CARPET MILLS	REGISTERED	TMA420,151	11/26/1993
NATURALLY YOURS & DESIGN	CROSSLEY CARPET MILLS	REGISTERED	TMA422,362	1/21/1994
WIREWEAVE	CROSSLEY CARPET MILLS	REGISTERED	Canadian: TMA626,925	11/29/2004
ACCUWEAVE	TANDUS US INC	REGISTERED	2,389,688	9/26/2000
ACCUWEAVE COLLECTION	TANDUS US INC	REGISTERED	2,460,323	6/12/2001
COLOURSCAPE	TANDUS US INC	REGISTERED	3,113,095	7/4/2006
DYNEX	TANDUS US INC	REGISTERED	2,536,921	2/5/2002
DYNEX SD	TANDUS US INC	REGISTERED	2,289,432	10/26/1999
ER3	TANDUS US INC	REGISTERED	2,296,732	11/30/1999
GUARDIAN	TANDUS US INC	REGISTERED	1,355,589	8/20/1985
MINING BUILDING FOR RESOURCES INSTEAD OF THE EARTH	TANDUS US INC	REGISTERED	2,434,041	3/6/2001
PLEXUS	TANDUS US INC	REGISTERED	2,223,798	2/16/1999
PLEXUS IDEAS	TANDUS US INC	REGISTERED	2,613,713	9/3/2002
POWERBOND	TANDUS US INC	REGISTERED	879,194	10/21/1969

OBLIGORS' AND SUBSIDIARIES' REGISTERED TRADEMARKS:

TRADEMARK	OWNER	STATUS IN TRADEMARK OFFICE	FEDERAL REGISTRATION NO.	REGISTRATION DATE
POWERBOND RS	TANDUS US INC	REGISTERED	2,218,388	1/19/1999
POWER-STOP	TANDUS US INC	REGISTERED	2,290,544	11/1/1999
PROTECTING OUR FUTURE BY RECLAIMING OUR PAST	TANDUS US INC	REGISTERED	2,540,943	2/19/2002
REPEAT	TANDUS US INC	REGISTERED	2,624,721	9/24/2002
SEE A VISION FOR A SUSTAINABLE FUTURE	TANDUS US INC	REGISTERED	2,418,384	1/2/2001
SHARED CIRCLE OF RESPONSIBILITY	TANDUS US INC	REGISTERED	2,510,884	11/20/2001
SOURCE ONE	TANDUS US INC	REGISTERED	2,190,765	9/22/1998
STRATATEC	TANDUS US INC	REGISTERED	2,983,357	8/9/2005
SYMTEX	TANDUS US INC	REGISTERED	2,440,974	4/3/2001