

**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
Barrett Carpet Mills, Inc.		06/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as U.S. Administrative Agent
Street Address:	First Canadian Place
Internal Address:	4th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1H3
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2453792	B
Registration Number:	2449828	
Registration Number:	2488359	
Registration Number:	2224793	RAVELGUARD
Registration Number:	2224794	ZIPPERGUARD
Registration Number:	2352275	RAVELGUARD
Registration Number:	2488356	
Registration Number:	2488355	
Registration Number:	2488357	
Registration Number:	2488358	
Registration Number:	2488360	
Registration Number:	2439221	B BARRETT CARPETS
Registration Number:	2523098	

CH \$465.00 2453792

Registration Number:	2680397	ANGEL PROOF
Registration Number:	2649172	ANGEL PROOF
Registration Number:	3070994	FLUIDGUARD
Registration Number:	3076770	PROSTEP
Registration Number:	3129071	PROSTEP 18

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1635564

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 07/18/2007

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 28th day of June, 2007, Barrett Carpet Mills, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 2216 Abutment Road, Dalton, GA 30720, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at 4th Floor, First Canadian Place, Toronto, Ontario M5X 1H3, acting as U.S. administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BARRETT CARPET MILLS, INC.

By

  
Name Gary Witt  
Title President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as U.S. Administrative  
Agent

By

Name \_\_\_\_\_  
Title \_\_\_\_\_

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BARRETT CARPET MILLS, INC.

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

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as U.S. Administrative Agent

By  \_\_\_\_\_  
Name Gordon Cold  
Title Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADE MARK	REGISTRATION NUMBER	REGISTRATION DATE
Stylized "B"	2,453,792	May 22, 2001
Pressure Beck Dyed Icon	2,449,828	May 8, 2001
Continuous Filament Yarn Icon	2,488,359	September 11, 2001
Ravelguard	2,224,793	February 16, 1999
Zipperguard	2,224,794	February 16, 1999
Ravelguard Design Logo	2,352,275	May 23, 2000
Stain/Soil Resistance Icon	2,488,356	September 11, 2001
Stain Proof Icon	2,488,355	September 11, 2001
Static Control Icon	2,488,357	September 11, 2001
Digital Yarn Placement Icon	2,488,358	September 11, 2001
Colorfast Icon	2,488,360	September 11, 2001
B Barrett Carpets & Design	2,439,221	March 27, 2001
Precision Icon	2,523,098	December 25, 2001
Angel Proof & Design	2,680,397	January 28, 2003
Angel Proof	2,649,172	November 12, 2002
Fluidguard	3,070,994	March 21, 2006
Prostep	3,076,770	April 4, 2006
Prostep 18	3,129,071	August 15, 2006