

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

WHEREAS, TRIANGLE PACIFIC CORP., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain banks and Morgan Guaranty Trust Company of New York, as agent for such banks, are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, it is contemplated that some portion of the credit facilities granted under the Credit Agreement may be replaced with fixed rate indebtedness of the Grantor loaned by certain insurance companies and other financial institutions;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and Morgan Bank (Delaware), as Collateral Agent for Lenders referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Facilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby

TRADE-MARK

SER 0620 RING 26

TRADEMARK

REEL: 003628 FRAME: 0966

acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, any Trademark or Trademark registration referred to in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

TRADE-MARK

FBI 0620 FIM027

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4 day of September, 1988.

TRIANGLE PACIFIC CORP.

By: [Signature]
Title:

Acknowledged:

MORGAN BANK (DELAWARE),
as Collateral Agent

[Signature]
Title: VICE PRESIDENT

TRADE-MARK

NO. 0620 FRAME 28

STATE OF NEW YORK)
 :
 : ss.:
 COUNTY OF NEW YORK)

On the 14th day of September, 1988, before me personally came Joseph M. McHugh, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Senior Executive Vice President of TRIANGLE PACIFIC CORP., who being by me duly sworn, did depose and say that he resides at 6776 Hudson Ave. Dallas Texas; that he is Senior Executive Vice President of TRIANGLE PACIFIC CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

TRADE-MARK

RII 0620 RII029

Susan N. Praeger
Notary Public

[Seal]

My commission expires:

SUSAN N. PRAEGER
Notary Public, State of New York
No. 31-470237B
Qualified in New York County
Certificate Filed in New York County
Commission Expires August 31, 1989

TRADEMARK SECURITY AGREEMENT**(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, TRIANGLE PACIFIC CORP., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, pursuant to the terms of the Security Agreement dated September 9, 1988 (as amended to the date hereof and as the same may be further amended from time to time, the "Security Agreement"), between Grantor and J.P. Morgan Delaware (formerly Morgan Bank (Delaware)), as Collateral Agent for Lenders referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the Secured Obligations (as defined in the Security Agreement) and other obligations secured thereunder;

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

- (i) each Trademark, Trademark registration and Trademark application, including, without limitation, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized

TRADEMARK

RE10892 RME853

TRADEMARK

by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, any Trademark or Trademark registration referred to in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

TRADEMARK

REC'D 892 FAMES 54

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of June, 1992.

TRIANGLE PACIFIC CORP.

By: [Signature]
Title: Vice President & Controller

Acknowledged:

J.P. MORGAN DELAWARE,
as Collateral Agent

By: [Signature]
Title: Vice President

REEL 0892 FRAME 55
TRADEMARK

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 5th day of June, 1992, before me personally came M. Joseph McHugh, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice-President of TRIANGLE PACIFIC CORP., who being by me duly sworn, did depose and say that he resides at Dallas, Texas; that he is Vice-President of TRIANGLE PACIFIC CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Tara Crosson
Notary Public

[Seal]

My commission expires:

10 | 1 | 92

TARA CROSSON
NOTARY PUBLIC, State of New York
No. 4872448
Qualified in Nassau County
Commission Expires October 1, 1992

TRADEMARK

RELO 892 RME856

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

LITE 'N' NATURAL 1,575,955

01/09/90

Wax

TRADEMARK