

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-------------------------------------|
| ArborCraft, LLC | | 11/19/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| Harris Wood Holding LLC | | 11/19/2007 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | New Stream Asset Funding, LLC |
| Street Address: | 38 Grove Street, 2nd Floor |
| City: | Ridgefield |
| State/Country: | CONNECTICUT |
| Postal Code: | 06877 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 1703307 | ACADIA NATURAL |
| Registration Number: | 1701800 | ADIRONDACK HONEY |
| Registration Number: | 2416394 | ALUMIDE |
| Registration Number: | 0658937 | BONDWOOD |
| Registration Number: | 2161514 | BRECKENRIDGE BRAZILIAN NATURAL |
| Registration Number: | 1991237 | CAPITAL |
| Registration Number: | 2612500 | COACH HOUSE HICKORY |
| Registration Number: | 2838517 | CROSSROADS |
| Registration Number: | 1362791 | EVERSETT |
| Registration Number: | 2650233 | GLENWOOD STRIP |
| Registration Number: | 0651923 | HARRIS |
| Registration Number: | 0290424 | HARRIS |

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| | | |
|----------------------|----------|---------------------|
| Registration Number: | 2022678 | KINGSPORT |
| Registration Number: | 1700570 | MOJAVE WHEAT |
| Registration Number: | 2602803 | PASSPORT: AUSTRALIA |
| Registration Number: | 3079417 | QUIKLOC |
| Registration Number: | 2796090 | TAPTIGHT |
| Registration Number: | 2605230 | TARK-LOCK |
| Registration Number: | 2503829 | VANGUARD |
| Registration Number: | 0838196 | WEBBAC |
| Serial Number: | 77099409 | GENESIS |

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2033255061
Email: kdonohue@fdh.com
Correspondent Name: Kathleen Donohue, Finn Dixon & Herling
Address Line 1: 177 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901

| | |
|--------------------|-------------------------|
| NAME OF SUBMITTER: | Kathleen A. Donohue |
| Signature: | /s/ Kathleen A. Donohue |
| Date: | 11/28/2007 |

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of November 19, 2007, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (individually and collectively, "Grantor") in favor of NEW STREAM ASSET FUNDING, LLC, a Delaware limited liability company (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, HARRIS WOOD HOLDING LLC, a Delaware limited liability company (" Holding"), and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Term Loan to Grantor;

WHEREAS, Grantor (other than ArborCraft, LLC, a Delaware limited liability company (the "Borrower")) directly or indirectly benefits from the credit facilities made available to Borrower under the Credit Agreement and in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to make the Term Loan as provided for in the Credit Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Lender, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms (including in the recitals) used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Lender as aforesaid, Grantor hereby grants to Lender, a right of setoff, against the property of Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Lender in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor or any other Credit Party for liquidation or reorganization, should Grantor or any other Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's or any other Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex D to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 10.9 of the Credit Agreement), and given in the manner required by Section 10.9 of the Credit Agreement.

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Lender, notice of which is hereby waived by Grantor, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by

any election of Lender not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARRIS WOOD HOLDING LLC, as Grantor

By: 

Name: Christy Sadler

Title: Manager

ARBORCRAFT, LLC, as Grantor

By: 

Name: Christy Sadler

Title: Manager

Acknowledged and Agreed:

NEW STREAM ASSET FUNDING, LLC,
as Lender

By: New Stream Capital, LLC, its Manager

By: 

Name:

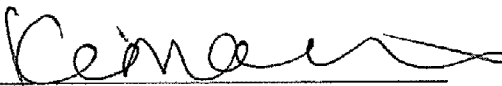
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut
COUNTY OF Fairfield)

ss. Ridgefield

On this 14th day of November, 2007 before me personally appeared Christy Sadler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ArborCraft, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its managers and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

{seal}

M. A. MORABITO
NOTARY PUBLIC
EXPIRES 11-30-2008

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield)

ss. Ridgefield

On this 16th day of November, 2007 before me personally appeared Christy Sadler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Harris Wood Holding LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its managers and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

{seal}

JIM A. MORABITO
NOTARY PUBLIC
COMMISSION EXPIRES 11-30-2008

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| <u>Grantor</u> | <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------|---------------|-----------------|-------------|
|----------------|---------------|-----------------|-------------|

None.

II. PATENT APPLICATIONS

| <u>Grantor</u> | <u>Patent</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|---------------|------------------------|-------------|
|----------------|---------------|------------------------|-------------|

None.

III. PATENT LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
|----------------|--------------------------|--------------------------|----------------|

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

ArborCraft, LLC:

I. TRADEMARK REGISTRATIONS:

United States:

| <u>Mark</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------------------------|-----------------|-----------------|---------------|
| - Acadia Natural | 74/206,141 | 1,703,307 | July 28, 1992 |
| - Adirondack Honey | 74/205,826 | 1,701,800 | July 21, 1992 |
| - Alumide | 75/631,888 | 2,416,394 | Dec 26, 2000 |
| - Bondwood | 71/693,321 | 0,658,937 | Mar 4, 1958 |
| - Breckenridge Brazilian Natural | 75/206,908 | 2,161,514 | June 2, 1998 |
| - Capital | 74/711,060 | 1,991,237 | Aug 6, 1996 |
| - Coach House Hickory | 76/311,662 | 2,612,500 | Aug 27, 2002 |
| - Crossroads | 78/185,219 | 2,838,517 | May 4, 2004 |
| - Eversett (adhesive) | 73/531,640 | 1,362,791 | Oct 1, 1985 |
| - Glenwood Strip | 76/106,471 | 2,650,233 | Nov 12, 2002 |
| - Harris & Design | 71/693,322 | 0651923 | Sep 24, 1957 |
| - Harris & Design | 71/318,358 | 290,424 | Jan 5, 1932 |
| - Kingsport | 74/711,061 | 2,022,678 | Dec 10, 1996 |
| - Mojave Wheat | 74/205,819 | 1,700,570 | July 14, 1992 |
| - Passport: Australia | 76/295,782 | 2,602,803 | July 30, 2002 |
| - Quikloc | 78/607,551 | 3079417 | Apr 11, 2006 |
| - TapTight | 78/112,936 | 2,796,090 | Dec 16, 2003 |
| - Tark-Lock | 75/746,299 | 2,605,230 | Aug 6, 2002 |
| - Vanguard | 76/106,470 | 2,503,829 | Nov 6, 2001 |
| - Webbac | 72/239,995 | 838,196 | Nov 7, 1967 |

Canada:

| <u>Mark</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>Date</u> |
|-----------------------|-----------------|-----------------|--------------|
| - Avenues | 1127285 | TMA584,801 | July 8, 2003 |
| - Coach House Hickory | 1114341 | 580457 | May 1, 2003 |
| - Crossroads | 1134364 | TMA589,701 | Sep 12, 2003 |
| - Passport: Australia | 1110253 | 580524 | May 2, 2003 |
| - TapTight | 1129995 | TMA589,920 | Sep 16, 2003 |

II. TRADEMARK APPLICATIONS:

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> | <u>Country</u> |
|-------------|------------------------|-------------|----------------|
| - Genesis | 77099409 | pending | United States |
| - Genesis | 1334060 | pending | Canada |
| - T-Lock | 1284063 | pending | Canada |

III. TRADEMARK LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
| None. | | | |

Common Law Trademarks:

| <u>Mark</u> | <u>Countries</u> |
|--------------------------------------|------------------|
| - Artisan's | US-CA |
| - Basics | US |
| - ClicLoc | US |
| - Essentials | US-CA |
| - Foundations | US |
| - Grand Vistas Collection | US |
| - Ovations | US-CA |
| - Signature | US-CA |
| - Mission | US |
| - Passages | US |
| - Journey | US |
| - Amherst | US |
| - Wiltshire | US |
| - Cornerstone | US |
| - Expeditions | US |
| - Passport (no Australia connection) | US |
| - Northwoods | US |

Internet domain name registrations:

Wood Division - Web Domain Names

| Domain: | Expire Date: | Registered through |
|---|---------------------|---------------------------|
| http://harris-tarkett.com | | |

| | |
|--|---------------------------------|
| www.harris-tarkettflooring.com | Mustang Technologies (Montreal) |
| www.harristarkettflooring.com | Mustang Technologies (Montreal) |
| www.harristarkettflooring.us | Mustang Technologies (Montreal) |
| www.harristarkettflooring.biz | Mustang Technologies (Montreal) |
| www.harris-tarkettflooring.us | Mustang Technologies (Montreal) |
| www.harris-tarkettflooring.biz | Mustang Technologies (Montreal) |

Harris Wood Holding LLC:

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| <u>Grantor</u> | <u>Copyright</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------|------------------|-----------------|-------------|
| None. | | | |

II. COPYRIGHT APPLICATIONS

| <u>Grantor</u> | <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|------------------|------------------------|-------------|
| None. | | | |

III. COPYRIGHT LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
| None. | | | |

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated [____], 20[___], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of November 19, 2007 (as from time to time amended, restated, supplemented or otherwise modified, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between ArborCraft, LLC and Harris Wood Holding LLC, each as Grantor, and New Stream Asset Funding, LLC, as Lender. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: