

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
U.S. Floors, Inc.		12/11/2007	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America		
Street Address:	9000 Southside Boulevard, 3rd Floor		
Internal Address:	Jacksonville-ATTN: Notice Desk, FL9-100-03-15		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	INC. ASSOCIATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2831682	NATURAL CORK	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1215		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423-757-0215		
Email:	redwards@cbslawfirm.com		
Correspondent Name:	Rachel Edwards		
Address Line 1:	1000 Tallan Building, Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	03720-00-0705		
NAME OF SUBMITTER:	Rachel E. Edwards		
Signature:	/rachel edwards/		
Date:	12/18/2007		

OP \$40.00 2831682

Total Attachments: 11

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SECURITY AGREEMENT
(Multiple Use)

1. **THE SECURITY.** The undersigned US FLOORS, INC. (the "Pledgor") hereby assigns and grants to Bank of America, N.A. (the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor and wherever located ("Collateral"):

- (a) All of Pledgor's equipment whether now owned or hereafter acquired;
- (b) All of Pledgor's fixtures whether now owned or hereafter acquired including, without limitation, all fixtures now or hereafter attached to the real property described in Exhibit B attached hereto and made a part hereof;
- (c) All of Pledgor's accounts whether now owned or hereafter acquired including, without limitation, accounts receivable;
- (d) All of Pledgor's chattel paper whether now owned or hereafter acquired;
- (e) All of Pledgor's inventory whether now owned or hereafter acquired;
- (f) All of Pledgor's instruments whether now owned or hereafter acquired including, without limitation, all promissory notes now owned or hereafter acquired by Pledgor;
- (g) All of Pledgor's documents whether now owned or hereafter acquired including, without limitation, bills of lading, warehouse receipts, and other documents of title all whether negotiable or nonnegotiable;
- (h) All of Pledgor's investment property whether now owned or hereafter acquired including, without limitation, all securities, securities accounts, commodity contracts and accounts, and security entitlements;
- (i) All of Pledgor's deposit accounts whether now owned or hereafter acquired including, without limitation, all deposits, cash, or other property of Pledgor or in which it has an interest, and all of Pledgor's money whether now owned or hereafter acquired;
- (j) All of Pledgor's letter-of-credit rights whether now owned or hereafter acquired;
- (k) All of Pledgor's general intangibles whether now owned or hereafter acquired including, without limitation, payment intangibles, patents, trademarks, trade names, service marks, licenses, copyrights, technology, know-how, designs, information, software, processes and other intangible personal property now owned or hereafter acquired by Pledgor;
- (l) All of Pledgor's supporting obligations whether now owned or hereafter acquired;

(m) All other goods, personal property (whether tangible or intangible) and fixtures of any nature whatsoever now owned or hereafter acquired by Pledgor;

(n) all commercial tort claims;

(o) all accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral; all substitutes or replacements for any Collateral, all cash or non-cash proceeds, products, rents and profits of any Collateral (although proceeds are covered, Bank does not authorize the sale of any of the foregoing other than the sale of inventory in the ordinary course of Pledgor's business or as otherwise permitted by the Loan Agreement), all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral; and

(p) all books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Bank. "Indebtedness" means: (i) all debts, obligations and liabilities now or hereafter existing under that certain Loan Agreement between Pledgor and Bank dated on or about May 24, 2007 including all future advances thereunder, regardless of the class of such debts, obligations and liabilities; (ii) all debts, obligations and liabilities now or hereafter existing under that certain Loan Agreement between Pledgor and Bank dated of even date herewith (the "Line of Credit Loan Agreement") including all future advances thereunder, regardless of the class of such debts, obligations and liabilities; (iii) all debts, obligations and liabilities under any guaranties or similar instruments now or hereafter executed by Pledgor in connection with the debts, obligations or liabilities now or hereafter owing to the Bank by any other person or entity including, without limitation, JLWA, LLC; (iv) all promissory notes now or hereafter payable by Pledgor to Bank, and all other documents, instruments and agreements now or hereafter existing between Pledgor and Bank relating to the foregoing; (v) all debts, obligations and liabilities now or hereafter existing under any Swap Contract (as hereinafter defined); and (vi) all modifications and replacements of any of the foregoing. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross-currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination to, or option with respect to, these or similar transactions now or hereafter entered into between the Pledgor and the Bank or Bank's affiliates.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral, ordinary wear and tear excepted; defend the Collateral against any material adverse claims and demands; and keep Books and Records that are accurate in all material respects.

(b) The Pledgor's chief executive office is located at 3367 Carpet Capital Drive, Dalton, GA 30720. In addition, the Pledgor is incorporated under the laws of the state of Georgia. The Pledgor shall give the Bank at least thirty (30) days notice before changing its chief executive office or state of incorporation or organization. The Pledgor shall keep the Collateral only at the locations described on the signature page unless such Collateral is inventory in transit. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise permitted or disclosed under the Loan Agreement, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.

(e) The Pledgor will promptly notify the Bank in writing of any event which materially and adversely affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all reasonable costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Bank on demand for any Collateral Costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will use commercially reasonable efforts to diligently collect all accounts receivable included in the Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements unless otherwise specifically agreed to pursuant to the terms of the Line of Credit Loan Agreement.

(i) Unless otherwise permitted under the Loan Agreement, the Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Bank and except that Debtor may sell inventory in the normal course of business.

(j) The Pledgor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank. Upon the request of the Bank, the Pledgor will deliver to the bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance reasonably acceptable to the Bank.

(l) The Pledgor will deliver to the Bank landlord waivers and similar documents requested by the Bank with respect to any Collateral located at any location that is not owned by Pledgor.

(m) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor in its reasonable discretion. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works, to the extent that such inventions, trademarks and uncopyrighted works may be patented, registered or copywrited and to the extent that they are useful in the conduct of Pledgor's business. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Bank. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Bank's prior written consent.

(n) Exhibit A to this Agreement contains a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest throughout the world. To the extent required by the Bank in its discretion, the Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A. The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending Exhibit A to include any such Collateral.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default, upon reasonable notice to Pledgor:

(a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments, chattel paper or letters of credit which are part or the Collateral, and to assign to the Bank the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

5. DEFAULTS. Any one or more of the events of default set forth in Section 8 of the Line of Credit Loan Agreement shall be an event of default under this Agreement.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default that continues beyond any applicable cure period, the Bank may do any one or more of the following during the continuance of such default or at any time after acceleration to maturity of the Indebtedness following any such default (even if such default is cured following such acceleration):

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law. In connection with the enforcement of such security interest, Pledgor acknowledges and agrees that ten (10) days' prior written notice to Pledgor of the time and place of any public sale of the Collateral, or of the time after which any private sale thereof is to be made, constitutes reasonable notice. Pledgor agrees that any person or entity that purchases the Collateral pursuant to the exercise of Bank's remedy shall hold the same absolutely free and clear of any claim or right of whatsoever kind including any equitable or statutory right of redemption of Pledgor, any homestead right or other exemption, any such demand, claim, right or equity being hereby expressly waived and released to the fullest extent permitted by applicable law.

(c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.

(d) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(e) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(f) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(g) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(h) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(i) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(j) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(k) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(l) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(m) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor.

(n) Exercise any other remedies available to the Bank at law or in equity.

7. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) This Agreement shall be governed by and construed according to the laws of the State of Georgia, to the jurisdiction of which the parties hereto submit.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy. If any part of this Agreement is not enforceable, the rest of this Agreement may be enforced, the provisions hereof being specifically agreed to be severable.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the reasonable costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law. Bank may apply any proceeds received from the enforcement of Bank's rights against and in the Collateral to the payment of the foregoing.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several

and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

8. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY. (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

9. WAIVER OF NOTICE FOR IMMEDIATE WRIT OF POSSESSION. Pledgor hereby acknowledges that the Indebtedness arises out of a "commercial transaction" as that term is defined in the O.C.G.A. Sec. 44-14-260 (1) concerning foreclosure of mortgages on personalty, and agrees that if a default has occurred and is continuing, Bank shall have the right to an immediate writ of possession without notice of hearing, and Pledgor hereby knowingly and intelligently waives any and all rights it may have to any notice and posting of a bond prior to seizure by Bank, its transferees, assigns or successors-in-interest of the Collateral or any portion thereof. The foregoing is intended by Pledgor as a "waiver" as that term is defined in the O.C.G.A. Sec 44-14-260 (3) relating to foreclosure of mortgages on personalty.

(Signature page attached)

The parties executed this Agreement as of December 11, 2007 intending to create an instrument executed under seal.

BANK OF AMERICA, N.A.

By: [Signature], SVP (Seal)
Title: Senior Vice President

Address for Notices:
Jacksonville – Credit Services
Attn: Notice Desk
FL9-100-03-15
9000 Southside Blvd., 3rd Floor
Jacksonville, FL 32256

US FLOORS, INC.

By: [Signature] (Seal)
Piet Dossche, President

Pledgor's chief executive office and mailing address:
3367 Carpet Capital Drive
Dalton, GA 30720

Pledgor's state of incorporation: Georgia

- Location of Collateral:
- (i) 3367 Carpet Capital Drive,
Dalton, Georgia 30720
 - (ii) 3365 Carpet Capital Drive
Dalton, Georgia 30720
 - (iii) 1710 North Leg Court
Augusta, Georgia 30909
 - (iv) 3380 Box Drive
Dalton, Georgia 30720
 - (v) 14651 Yorba Avenue
Chino, California 91710
 - (vi) 1500 Wrightsboro Road
Augusta, Georgia 30903

EXHIBIT A

Borrower has the following registered trademark:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Natural Cork	2.831,682	April 13, 2004

EXHIBIT B

TRACT 1:

All that tract or parcel of land lying and being in Land Lot No. 103 in the 13th District and 3rd Section of Whitfield County, Georgia, and being designated as Lot No. 10 of Carpet Capital Park, as shown on a plat of survey for Carpet Capital Partnership No. 1 by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated April 5, 1984, last revised on June 28, 1984, and recorded in Plat Cabinet B Slide 283, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference for a more complete description.

For prior title, see Deed Book 3075, Page 196, Whitfield County, Georgia Land Records.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot No. 103 in the 13th District and 3rd Section at Whitfield County, Georgia, and being Lot No. 9 of Carpet Capital Park as is more particularly described on that plat of survey prepared by Marcus E. Cook Georgia Registered Land Surveyor, of record in Plat Cabinet B Slide 283, Whitfield County, Georgia Land Records, reference to which is hereby made for a more full and complete description thereof.