

**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
Interface, Inc.		01/14/2009	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	171 17th Street NW GA4524
Internal Address:	Attn: Daniel Denton, Wachovia Capital Finance
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3411454	INTERFACEFLOR
Registration Number:	3120154	INTERFACEFLOR
Registration Number:	3478322	INTERFACEFLOR
Serial Number:	77248922	MISSION 0
Serial Number:	78972100	MISSION Ø
Serial Number:	78902439	MISSION
Registration Number:	3433144	MISSION ZERO
Serial Number:	77248786	MISSION ZERO
Serial Number:	78972106	MISSION ZERO
Registration Number:	3396409	MISSION ZERO
Registration Number:	3131661	FLOR
Serial Number:	77566844	FLOR
Registration Number:	3315133	TACTILES

OP \$340.00 3411454

CORRESPONDENCE DATA

Fax Number: (303)581-8330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-581-8275  
Email: srbrown@jonesday.com  
Correspondent Name: Sidney R. Brown  
Address Line 1: 1420 Peachtree Street, N.E.  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	974727-368026
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	01/23/2009

Total Attachments: 7  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 14, 2009, is made between INTERFACE, INC., a Georgia corporation (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent"), for the benefit of each of the Secured Parties (as defined in the Credit Agreement (defined below)).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Sixth Amended and Restated Credit Agreement dated as of June 30, 2006, as amended by that certain First Amendment to Sixth Amended and Restated Credit Agreement dated as of January 1, 2008 (as so amended, and as the same may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, INTERFACEFLOR, LLC, a Georgia limited liability company ("IFS"), INTERFACE FABRICS, INC., a Delaware corporation ("Fabrics" and, together with IFS, the "Subsidiary L/C Account Parties"), the banks and lending institutions listed on the signature pages thereof and such other banks and lending institutions which become "Lenders" as provided therein (collectively, the "Lenders"), WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for agent for those Lenders having Domestic Syndicated Loan Commitments or having outstanding Domestic Syndicated Loans as provided herein (the "Domestic Agent"), BANK OF AMERICA, N.A., as Syndication Agent, GENERAL ELECTRIC CAPITAL CORPORATION, as Documentation Agent, and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Domestic Agent and Lenders (the "Collateral Agent");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Borrower Pledge and Security Agreement dated as of November 21, 2001 (as the same has been or may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the Secured Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) all of its trademarks, trade names, corporate names, company names, business names; fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule A attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and
- (c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) a sale of Trademark Collateral permitted by Section 8.03 of the Credit Agreement, or (ii) the full and final payment in cash and performance

of all Obligations (as defined in the Credit Agreement) (other than contingent obligations which are not then due and payable) and the termination of the Collateral Agent's, the Domestic Agent's, and the Lenders' obligation to make extensions of credit under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral so sold (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all terminated Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a "Credit Document" executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Articles X and XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERFACE, INC.

By:   
Name:  
Title:

WACHOVIA BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent

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

[[Interface Trademark Security Agreement (Jan. 2009)]]


**TRADEMARK**  
**REEL: 003923 FRAME: 0450**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERFACE, INC.

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




WACHOVIA BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Dan Deaton  
Title: Director

# SCHEDULE A

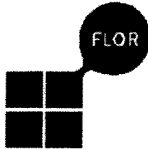
## U.S. Trademark Applications/Registrations INTERFACEFLOR MISSION ZERO



MARK	CLASS	APP NO.	APP DATE	REG NO.	REG DATE
INTERFACEFLOR	27, 40	77/178,800	05/11/2007	3,411,454	04/15/2008
INTERFACEFLOR	27	78/678,960	07/26/2005	3,120,154	07/25/2006
INTERFACEFLOR	37, 40, 42	78/972,096	09/12/2006	3,478,322	07/29/2008
	27, 40, 42	77/248,922	08/07/2007		
	40	78/972,100	09/11/2006		
	27, 37, 42	78/902,439	06/07/2006	3,433,262	05/20/2008
MISSION ZERO	27, 37	78/864,512	04/19/2006	3,433,144	05/20/2008
MISSION ZERO	27, 40, 42	77/248,786	08/07/2007		
MISSION ZERO	40	78/972,106	09/12/2006		
MISSION ZERO	42	78/931,588	07/18/2006	3,396,409	03/11/2008



**INTERFACE TRADEMARK INFORMATION**

<b>Mark</b>	<b>Goods &amp; Services</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Status</b>
<p>FLOR (&amp; Design)</p>  <p>Reg. No. 3131661</p>	<p>Modular carpeting and rugs, in IC 27</p> <p>Retail store services featuring the sale of modular carpeting and rugs, in IC 35</p>	Nov. 17, 2004	Aug. 22, 2006	Registered
<p>FLOR</p> <p>Serial No. 77566844</p>	<p>Modular carpeting and rugs, in IC 27</p> <p>Retail store services featuring the sale of modular carpeting and rugs, in IC 35</p>	Sept. 10, 2008	—	Application pending
<p>TACTILES</p> <p>Reg. No. 3315133</p>	<p>Adhesives for use in connection with installation of Applicant's modular floor coverings, in IC 1</p>	Oct. 27, 2005	Oct. 23, 2007	Registered