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
Maples Industries, Inc.		05/18/2009	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	191 Peachtree Street, N.E., Suite 3800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1540640	NATURALON
Registration Number:	1915149	MAPLES INDUSTRIES
Registration Number:	2196836	DURA-BACK
Registration Number:	2096690	DURA-LUXE
Registration Number:	2099266	MAPLES RUGS
Registration Number:	2559146	PERMATUFT
Registration Number:	2586467	SIMPLY KITCHEN
Registration Number:	2754039	SOFT STEP
Registration Number:	2748377	COLORBOUND
Registration Number:	2860763	DURA-MAT
Registration Number:	2722485	DURA-TUFT
Registration Number:	2787237	COLORSOFT
Registration Number:	2801017	CHARTER COLLECTION
Registration Number:	2776552	EVERYWHERE RUG

CH $440.00 1540640

Registration Number:	2929742	FLOOR DIMENSIONS
Registration Number:	3267325	MAPLES RUGS
Registration Number:	3267116	ROOMERS

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5527

Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHRD

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: 1500 Marquis Two Tower

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-117
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	05/20/2009

Total Attachments: 11

source=Trademark - Maples#page1.tif
source=Trademark - Maples#page2.tif
source=Trademark - Maples#page3.tif
source=Trademark - Maples#page4.tif
source=Trademark - Maples#page5.tif
source=Trademark - Maples#page6.tif
source=Trademark - Maples#page7.tif
source=Trademark - Maples#page8.tif
source=Trademark - Maples#page9.tif
source=Trademark - Maples#page10.tif
source=Trademark - Maples#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 18th day of May, 2009, by and between **REGIONS BANK**, an Alabama banking corporation, having an office at 191 Peachtree Street N.E., Suite 3800, Atlanta, Georgia 30303 (together with its successors and assigns, "Lender"), and **MAPLES INDUSTRIES, INC.**, an Alabama corporation having its principal place of business at 2210 Moody Ridge Road, Scottsboro, Alabama 35768 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and between Company and Lender.

A condition to Lender's willingness to make loans or extend other financial accommodations to Company from time to time under the Loan Agreement is Company's execution and delivery of this Agreement. To induce Lender to make loans and otherwise extend credit pursuant to the Loan Agreement, Company has agreed to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Lender as security for the timely payment and performance of the Obligations.

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full, final and indefeasible payment of the Obligations and termination of the Commitment.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks"), and each individually, a "Trademark");

(b) the goodwill of Company's business connected with and symbolized by

the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of a UCC-1 financing statement in the applicable recording office of Company's jurisdiction of organization, such financing statement and this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of its Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Lender that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B attached hereto executed by an officer of Company;

(b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company covenants and agrees with Lender that Company has maintained and will continue to maintain for the duration of this Agreement, the registration of its registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

TRADEMARK
REEL: 003990 FRAME: 0928

5. Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to Company and its Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or registered trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due to Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby

TRADEMARK
REEL: 003990 FRAME: 0929

ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable to Base Rate Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, if an Event of Default exists, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the prior written consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand,** reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of its rights under this paragraph 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by

TRADEMARK
REEL: 003990 FRAME: 0930

Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.

20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[*Remainder of page intentionally left blank; Signatures begin on following page*]

TRADEMARK
REEL: 003990 FRAME: 0931

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first written above.

ATTEST:

Billy G. Moran, Secretary

[CORPORATE SEAL]

MAPLES INDUSTRIES, INC.
("Company")

By: _____
Name: John W. Maples, Jr.
Title: President

Accepted in Atlanta, Georgia:

REGIONS BANK
("Lender")

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 003990 FRAME: 0932

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first written above.

ATTEST:

_____
_____, Secretary

[CORPORATE SEAL]

MAPLES INDUSTRIES, INC.
("Company")

By:_____
Name: _____
Title: _____

Accepted in Atlanta, Georgia:

REGIONS BANK
("Lender")

By:_____
Name: Linda M. Harris
Title: Sr. Vice President

TRADEMARK
REEL: 003990 FRAME: 0933

STATE OF Alabama §

COUNTY OF Jackson §

BEFORE ME, the undersigned authority, on this day personally appeared John W. Maples, Jr. President of Maples Industries, Inc., an Alabama corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 18 day of May, 2009.

Susan Colbert
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES 5-2-2012

[NOTARIAL SEAL]

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Regions Bank, an Alabama banking corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of May, 2009.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

TRADEMARK
REEL: 003990 FRAME: 0934

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Maples Industries, Inc., an Alabama corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of May, 2009.

_____
Notary Public
My Commission Expires:

_____
[NOTARIAL SEAL]

STATE OF Georgia §

COUNTY OF DeKalb §

BEFORE ME, the undersigned authority, on this day personally appeared Linda Harris, Sr. Vice President of Regions Bank, an Alabama banking corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 18th day of May, 2009.

Terri L Cooper
Notary Public
My Commission Expires:

_____
[NOTARIAL SEAL]

TRADEMARK
REEL: 003990 FRAME: 0935

EXHIBIT A

Trademarks

Trademark	Jurisdiction	Registration No.	Registration Date
Naturalon	USA	1,540,640	5/23/89
Maples Industries M (& Design)	USA	1,915,149	8/29/95
Dura-Back	USA	2,196,836	10/20/98
Dura-Luxe	USA	2,096,690	9/16/97
Maples Rugs (& Design)	USA	2,099,266	9/23/97
Permatuft	USA	2,559,146	4/9/02
Simply Kitchen	USA	2,586,467	6/25/02
Soft Step	USA	2,754,039	8/19/03
Colorbound	USA	2,748,377	8/5/03
Dura-Mat	USA	2,860,763	7/6/04
Dura-Tuft	USA	2,722,485	6/3/03
Colorsoft	USA	2,787,237	11/25/03
Charter Collection	USA	2,801,017	12/30/03
Everywhere Rug	USA	2,776,552	10/21/03
Floor Dimensions	USA	2,929,742	3/1/05
Maples Rugs	USA	3,267,325	7/24/07
Roomers	USA	3,267,116	7/24/07

EXHIBIT B

Certificate

The undersigned officer of **MAPLES INDUSTRIES, INC.**, an Alabama corporation ("Company"), DOES HEREBY CERTIFY to **REGIONS BANK**, an Alabama banking corporation (together with its successors and assigns, "Lender"), that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated May ___, 2009, between Company and Lender (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this _____ day of _____, 20___.

COMPANY:

MAPLES INDUSTRIES, INC.

By:_____
Name:_____
Title:_____