

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
Bentley Prince Street, Inc.		05/14/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	171 17th Street NW		
Internal Address:	MC GA4524, 4th Floor, Attn: Daniel Denton		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3073401	BENTLEY PRINCE STREET	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	974727-068326		
NAME OF SUBMITTER:	Sidney R. Brown		
Signature:	/Sidney R. Brown/		

OP \$40.00 3073401

Date:

05/29/2009

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 14, 2009, is made by each of the Persons listed as "Grantors" on the signature pages hereof (each of the foregoing, individually, a "Grantor" and, collectively, the "Grantors"), to WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Lenders described below, and each successor collateral agent as may be appointed from time to time pursuant to Article X of the Credit Agreement described below (together with its successors and assigns, the "Collateral Agent"). Capitalized terms used herein have the meanings given such terms in Section 1 hereof.

RECITALS:

WHEREAS, Collateral Agent and the Lenders party thereto have executed and delivered that certain Sixth Amended and Restated Credit Agreement dated as of June 30, 2006, by and among the Interface, Inc., a Georgia corporation (the "Borrower"), InterfaceFLOR, LLC, a Georgia limited liability company, Interface Fabrics, Inc., a Delaware corporation, 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"), the "Domestic Agent" as defined therein, and the Collateral Agent, as amended by that certain First Amendment to Sixth Amended and Restated Credit Agreement dated as of January 1, 2008, and further amended by that certain Second Amendment to Sixth Amended and Restated Credit Agreement dated as of May 14, 2009 (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Collateral Agent and the "Grantors" party thereto have executed and delivered that certain Amended and Restated Pledge and Security Agreement dated as of May 14, 2009 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Collateral Agent and certain Grantors, as applicable, from time to time previously executed and delivered one or more of the following agreements, pursuant to which the applicable Grantor granted a security interest in and to all or substantially all of its Collateral (as defined in Section 1 below) in favor of the Collateral Agent (together with any predecessor Collateral Agent) for the benefit of the Lenders: (i) a Copyright Security Agreement (as any such agreement was amended, restated, supplemented, otherwise modified from time to time through the date hereof, each a "Copyright Security Agreement"); (ii) a Patent Security Agreement (as any such agreement was amended, restated, supplemented, otherwise modified from time to time through the date hereof, each a "Patent Security Agreement"); and (iii) a Trademark Security Agreement (as any such agreement was amended, restated, supplemented, otherwise modified from time to time through the date hereof, each a "Trademark Security Agreement"); all Copyright Security Agreements, Patent Security Agreements, and Trademark Security Agreements at any time executed by any Grantor in favor of the Collateral Agent (together with any predecessor Collateral Agent) are collectively referred to herein as the "Existing IP Security Agreements";

WHEREAS, each Grantor deems it to be in the direct pecuniary and business interests of such Grantor that the Lenders continue to grant the financial accommodations to the Borrower and the Subsidiary L/C Account Party as described in the Credit Agreement; and

WHEREAS, each Grantor understands that the Lenders are willing to continue to grant such financial accommodations to Borrower and the Subsidiary L/C Account Party only upon certain terms and conditions, one of which is that, pursuant to Section 4.5(g) of the Security Agreement, such Grantor execute and deliver this Agreement and grant to Collateral Agent, for the benefit of the Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrower or the Subsidiary L/C Account Party by the Lenders under the Security Agreement and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“Collateral” shall mean, collectively, all of each Grantor’s existing and future (a) Copyrights; (b) Patents; (c) Trademarks; (d) all of the goodwill of such Grantor’s business, including, but not limited to, all goodwill connected with and symbolized by the Copyrights, Licenses, Patents, or Trademarks; and (e) products and proceeds of any of the foregoing, whether now owned or hereafter acquired.

“Copyrights” shall mean all copyrights of any Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of such Grantor’s right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Schedule A attached hereto and made a part hereof, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Patents” shall mean:

(a) all letters patent and applications for letters patent throughout the world, including each pending patent and patent application referred to in Schedule B hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clause (a);

(c) all patent licenses; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

“Secured Obligations” shall mean (i) all Secured Obligations (as defined in the Credit Agreement) and (ii) all Guaranteed Obligations (as defined in the Guaranty Agreements).

“Trademarks” shall mean:

(a) (i) all 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 C 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.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, each Grantor hereby agrees that Collateral Agent shall at all times have, and hereby grants to Collateral Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of such Grantor’s future Collateral, irrespective of any lack of knowledge by Collateral Agent or the Lenders of the creation or acquisition thereof.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of the Collateral Agent in the Collateral with the United States Copyright Office, the United States Patent and Trademark Office, or other similar 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 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. To the extent there is a conflict between the Security Agreement and this Agreement, the Security Agreement shall control.

4. Release of Liens. Upon (a) a sale of Collateral permitted by Section 8.03 of the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Collateral so sold (in the case of the foregoing clause (a)) or (ii) all Collateral (in the case of the foregoing clause (b)). 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 of whatsoever, all terminated 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.

5. ACKNOWLEDGEMENT. EACH GRANTOR DOES HEREBY ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE COLLATERAL AGENT WITH RESPECT TO ANY SECURITY INTEREST IN THE 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.

6. Credit Document; Existing IP Security Agreements.

(a) This Agreement is a "Credit Document" executed pursuant to the Credit Agreement and Security 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 of the Credit Agreement.

(b) Nothing herein shall constitute an amendment or waiver of any term or provision of any Existing IP Security Agreement, and each Existing IP Security Agreement shall continue in full force and effect in accordance with its terms.

7. Severability. 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.

8. Modifications. Except as provided in Section 14 hereof, this Agreement may be amended or modified only by a writing signed by each Grantor and Collateral Agent, on behalf of the Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that no Grantor may assign any of its rights or duties hereunder without the prior written consent of Collateral Agent. Any attempted assignment or transfer without the prior written consent of Collateral Agent shall be null and void.

10. Notices. All notices and other communications provided for hereunder shall be given in the manner provided in Section 11.01 of the Credit Agreement to the appropriate party at the address or facsimile number of such party pursuant to the Credit Agreement and shall be deemed given as provided in the Credit Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Agreement may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of the Agreement.

12. Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

13. Recitals Incorporated Herein; Schedules and Exhibits. The preamble and recitals to this Agreement are incorporated herein by this reference. All Schedules and Exhibits attached hereto are made a part hereof.

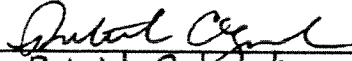
14. Further Assurances. Each Grantor agrees to take such further actions as the Collateral Agent shall reasonably request in connection herewith to evidence the provisions hereof.

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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.

GRANTORS:

INTERFACE, INC.

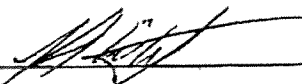
By: 
Name: Patrick C. Lynch
Title: Senior Vice President

INTERFACEFLOR, LLC
BENTLEY PRINCE STREET, INC.
BENTLEY MILLS, INC.
COMMERCIAL FLOORING SYSTEMS, INC.
FLOORING CONSULTANTS, INC.
INTERFACE AMERICAS, INC.
INTERFACE ARCHITECTURAL RESOURCES,
INC.
INTERFACE OVERSEAS HOLDINGS, INC.
FLOR, INC.
QUAKER CITY INTERNATIONAL, INC.
RE:SOURCE AMERICAS ENTERPRISES, INC.
RE:SOURCE MINNESOTA, INC.
RE:SOURCE NORTH CAROLINA, INC.
RE:SOURCE NEW YORK, INC.
RE:SOURCE OREGON, INC.
RE:SOURCE SOUTHERN CALIFORNIA, INC.
RE:SOURCE WASHINGTON, D.C., INC.
SOUTHERN CONTRACT SYSTEMS, INC.
SUPERIOR/REISER FLOORING RESOURCES,
INC.

By: 
Name: Patrick C. Lynch
Title: Senior Vice President

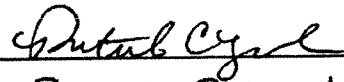
[INTERFACE -- IP SECURITY AGREEMENT]

INTERFACESERVICES, INC.

By: 
Name: Keith E. Wright
Title: Treasurer


INTERFACE REAL ESTATE HOLDINGS, LLC,

By: BENTLEY PRINCE STREET, INC., its sole member

By: 
Name: Patrick C. Lynch
Title: Senior Vice President

INTERFACE AMERICAS HOLDINGS, LLC,

By: INTERFACE, INC., its manager

By: 
Name: Patrick C. Lynch
Title: Senior Vice President

[INTERFACE -- IP SECURITY AGREEMENT]

**INTERFACE AMERICAS RE:SOURCE
TECHNOLOGIES, LLC,**

By: INTERFACEFLOR, LLC, its sole
member

By: *Patrick Lynch*

Name: Patrick C. Lynch

Title: Senior Vice President

INTERFACE GLOBAL COMPANY APS

By: *RS Willoch*

Name: Raymond S. Willoch

Title: Senior Vice President & Director

[INTERFACE — IP SECURITY AGREEMENT]

COLLATERAL AGENT:

WACHOVIA BANK, NATIONAL
ASSOCIATION, in its capacity as Collateral
Agent for the Lenders

By:  _____

Name: Dan Denton

Title: Director

[INTERFACE - IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003996 FRAME: 0162

Schedule C
to Intellectual Property Security Agreement (Trademarks)

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
United States of America	BENTLEY PRINCE STREET	Registered	78599482 Mar 31, 2005	3073401 Mar 28, 2006	Bentley Prince Street, Inc.