

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Lender's Security Interest and Substitution of Collateral Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		06/03/2009	Banking Corporation: GEORGIA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2259160	PRINCE STREET	
Registration Number:	1310199	BENTLEY	
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		

OP \$65.00 2259160

900135544

TRADEMARK  
 REEL: 003999 FRAME: 0209

Signature:	/Sidney R. Brown/
Date:	06/04/2009
<b>Total Attachments: 6</b> source=Wachovia Interface Bentley Prince Trademarks Assignment of Lender's Security Interest#page1.tif source=Wachovia Interface Bentley Prince Trademarks Assignment of Lender's Security Interest#page2.tif source=Wachovia Interface Bentley Prince Trademarks Assignment of Lender's Security Interest#page3.tif source=Wachovia Interface Bentley Prince Trademarks Assignment of Lender's Security Interest#page4.tif source=Wachovia Interface Bentley Prince Trademarks Assignment of Lender's Security Interest#page5.tif source=Wachovia Interface Bentley Prince Trademarks Assignment of Lender's Security Interest#page6.tif	

**ASSIGNMENT OF SECURITY INTEREST  
AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS ASSIGNMENT OF SECURITY INTEREST AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2009, is made between BENTLEY PRINCE STREET, INC., a Delaware corporation, f/k/a Bentley Mills, Inc. (the "Grantor"), SUNTRUST BANK, the previous Collateral Agent for the Lenders described below ("Assignor"), and 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 "Assignee").

**RECITALS:**

WHEREAS, the Assignee 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 ("Interface"), 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, Grantor executed and delivered that certain Trademark Security Agreement dated as of November 21, 2001 (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, the "Original Security Agreement"), granting to Assignor as the Collateral Agent under the Credit Agreement a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Secured Obligations (as defined in the Credit Agreement), which First Security Agreement was filed with the United States Patent and Trademark Office ("USPTO") on or about November 27, 2001;

WHEREAS, Assignor has since resigned as Collateral Agent under the Credit Agreement and the then-existing Credit Documents and assigned all of its rights, powers, privileges and duties in such capacity, and in the security interests granted in the Original Security Agreement, to Assignee and Assignee has been duly appointed as the Collateral Agent under the Credit Agreement and the other Credit Documents pursuant to the terms and conditions of the Credit Agreement and that certain Initial Assignment and Assumption Agreement dated as of June 17, 2003, by and among Interface and certain of its Subsidiaries, Assignor, Assignee, and the other banks and lending institutions party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Initial Assignment Agreement"; the Credit Agreement and the Initial Assignment Agreement, collectively, the "Assignment Documents"); and

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

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 Credit Agreement.

SECTION 2. Assignment of Security Interest. The parties hereto hereby acknowledge the appointment of Assignee as the Collateral Agent under the Credit Agreement, as provided in the Assignment Documents. From henceforth, Assignee or its duly appointed successor Collateral Agent shall possess all the rights with respect to the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto to the same extent as was possessed by Assignor.

SECTION 3. Amendment. The Original Security Agreement is hereby amended to the extent necessary to reflect the assignment of security interests described in Section 2.

SECTION 4. No other changes. Except as expressly provided in this Agreement, the terms of the Original Security Agreement shall remain in full force and effect without change.

SECTION 5. 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 this Agreement.

SECTION 6. 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.

SECTION 7. No Representations or Warranties by Assignor. This Agreement is made without representation or warranty by, and is without recourse to, Assignor.

[Remainder of page intentionally left blank.]

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.

BENTLEY PRINCE STREET, INC., as Grantor

By: Patrick C. Lynch

Name: Patrick C. Lynch

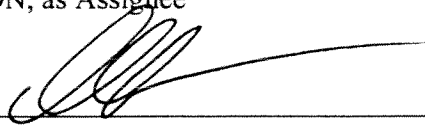
Title: Senior Vice President

SUNTRUST BANK, as Assignor

By: Bradley J. Staples  
Name: Bradley J. Staples  
          Managing Director  
Title: \_\_\_\_\_

[INTERFACE — ASSIGNMENT OF SECURITY INTEREST — TRADEMARKS]

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Assignee

By: \_\_\_\_\_

Name: Dan Denton

Title: Director

[INTERFACE - ASSIGNMENT OF SECURITY INTEREST - TRADEMARKS]

**TRADEMARK**  
**REEL: 003999 FRAME: 0215**

**Schedule A**  
**to Assignment of Security Interest and Amendment of Trademark Security Agreement**

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
United States of America	PRINCE STREET	Registered	75450808 Mar 16, 1998	2259160 Jul 6, 1999	Bentley Prince Street, Inc.
United States of America	BENTLEY	Registered	73423968 May 2, 1983	1310199 Dec 18, 1984	Bentley Prince Street, Inc.