

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaulieu Group, LLC		10/20/2006	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	55 S. Lake Ave., Ste #900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2911344	B BEAULIEU HOME FASHIONS
Registration Number:	3100777	B C
Registration Number:	1413471	DESIGNS FOR LIVING
Registration Number:	2810718	HOLLYTEX
Registration Number:	3019916	LUXURYBAC
Registration Number:	3121855	PURALEX
Registration Number:	3124756	PURALEX
Registration Number:	2933220	WORK & LEISURE
Serial Number:	78669157	AQUA HOSPITALITY CARPETS
Serial Number:	78686568	ARTWEAVE
Serial Number:	78527652	AVALAR
Serial Number:	78823064	B
Serial Number:	78946036	B
Serial Number:	78944363	B

CH \$990.00 2911344

900144416

**TRADEMARK
 REEL: 004071 FRAME: 0830**

Serial Number:	78776885	BEAU-TECH
Serial Number:	78946029	BEAULIEU
Serial Number:	78499523	COMFORTESSE
Serial Number:	78742357	COMPASS BY BEAULIEU OF AMERICA
Serial Number:	78685344	CORONET CAREFREE CASUALS
Serial Number:	78821706	EVERCLEAN BY CORONET
Serial Number:	78922915	FIBERESSENCE
Serial Number:	78547525	FIBERESSENCE BY BEAULIEU
Serial Number:	78561657	FLOOR ESSENTIALS BY BEAULIEU
Serial Number:	78946120	FLOORING SELECTION CENTER
Serial Number:	78946025	FLOORING SELECTION CENTER
Serial Number:	78961690	HOLLYTEX
Serial Number:	78685341	HOLLYTEX COLOR CLASSICS COLLECTION
Serial Number:	78731499	HOLLYTEX FASHION ESSENTIALS
Serial Number:	78769048	MASTERLINE
Serial Number:	78464086	NEXTERRA
Serial Number:	78502563	NEXTERRA
Serial Number:	78900407	OPTIFECTS
Serial Number:	78945019	PBD
Serial Number:	78377915	PERMASHIELD
Serial Number:	78695323	PERMATWIST
Serial Number:	78945021	PREFERRED BEAULIEU DEALER
Serial Number:	78809000	PURESQUE
Serial Number:	78889969	PURESQUE
Serial Number:	78890966	SOFT CLASSICS BY CORONET

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 82240-31580

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/01/2009
Total Attachments: 20 source=Beaulieu Amended and Restated Trademark Security Agreement#page1.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page2.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page3.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page4.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page5.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page6.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page7.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page8.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page9.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page10.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page11.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page12.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page13.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page14.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page15.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page16.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page17.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page18.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page19.tif source=Beaulieu Amended and Restated Trademark Security Agreement#page20.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 20, 2006 by and between Beaulieu Group, LLC, a Georgia limited liability company (the "Borrower"), and Bank of America, N.A. ("Bank of America"), as collateral agent (the "Collateral Agent") for the "Lenders" (as defined below).

WITNESSETH:

A. The Borrower executed and delivered that certain Amended and Restated Trademark Security Agreement dated as of November 18, 2003 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Prior Trademark Security Agreement"), which Prior Trademark Security Agreement was recorded with the United States Patent and Trademark Office in the trademark assignment records.

B. The Borrower, the financial institutions from time to time parties thereto (each a "Lender" and collectively the "Lenders"), Bank of America, as administrative agent (the "Administrative Agent") and as collateral agent, and JPMorgan Chase Bank, N.A., as syndication agent (the "Syndication Agent", and together with the Administrative Agent, the "Agents"), are entering into a certain Amended and Restated Loan and Security Agreement dated as of October 20, 2006 (such agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). The Loan Agreement amends and restates the Amended and Restated Loan Agreement dated as of November 18, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Prior Loan Agreement") by and among the Borrower, Beaulieu of America, Inc., Bank of America, as "Collateral Agent", the financial institutions party thereto from time to time as "Lenders", and the "Agents" party thereto. Capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement.

C. The Collateral Agent, the Agents and the Lenders have required, as a condition to their entering into the Loan Agreement and the extensions of credit to the Borrower pursuant thereto, that the Borrower amend and restate the Prior Trademark Security Agreement in order to, *inter alia*, reflect the contemporaneous execution and delivery of the Loan Agreement and the amendment and restatement of the Prior Loan Agreement effected thereby.

In consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Defined Terms.

a. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

b. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

c. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof. This Agreement shall be deemed to restate and amend in its entirety the Prior Trademark Security Agreement.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the "Obligations" under and as defined in the Loan Agreement and the Borrower's obligations and liabilities hereunder (collectively, the "Liabilities"), the Borrower hereby (a) reaffirms its grant to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, pursuant to the Prior Trademark Security Agreement, of a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's Trademarks and Licenses covered by the Prior Trademark Security Agreement (the "Prior Trademarks" and "Prior Licenses", respectively), and (b) grants or regrants to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described

in clauses (a)-(d) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"; and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); provided, that notwithstanding the foregoing, the Borrower shall not be deemed to have assigned hereunder any License including, without limitation, those listed on Schedule B, under which the Borrower is licensee, if such assignment would result in breach or termination of the applicable license agreement.

5. Restrictions on Future Agreements. The Borrower will not, without the Collateral Agent's prior written consent, which consent shall not be unreasonably withheld or delayed, enter into any agreement which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. The Borrower represents and warrants that, except for such Trademarks and Licenses as shall not be used or usable in the Borrower's business or as shall not otherwise have any material value, (a) the Prior Trademarks and the Trademarks listed on Schedule A, collectively, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by the Borrower, (b) the Prior Licenses and the Licenses listed on Schedule B, collectively, include all of the trademark license agreements and service mark license agreements pursuant to which the Borrower is the licensee or licensor thereunder, and (c) no other liens, claims or security interests in such Trademarks and Licenses have been granted by the Borrower to any Person other than the Collateral Agent, except for such liens, claims and security interests as have been disclosed in the Loan Agreement and schedules thereto. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications having any material value, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals having any material value, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement having any material value, the provisions of paragraph 4 above shall automatically apply thereto. The Borrower shall give to the Collateral Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence within 30 days after the end of each fiscal

quarter. The Borrower hereby authorizes the Collateral Agent to modify this Agreement unilaterally (x) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6 and (y) by filing, in addition to and not in substitution for this Agreement a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. The Borrower hereby agrees that the use by the Collateral Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 15 or pursuant to Section 10.2 of the Loan Agreement shall be coextensive with the Borrower's rights under the Trademarks and the Licenses and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent or the Lenders to the Borrower.

8. Right to Inspect; Further Assignments and Security Interests. Subject to the confidentiality obligations set forth in Section 5.6 of the Loan Agreement, the Collateral Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, the Borrower's quality control processes; provided, that in conducting such inspections and examinations, the Collateral Agent shall use reasonable efforts not to unnecessarily disturb the conduct of the Borrower's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, the Borrower agrees that the Collateral Agent, or a conservator appointed by the Collateral Agent, shall have the right to establish such reasonable additional product quality controls as the Collateral Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Borrower agrees not to sell or assign its respective interests in the Trademarks or the Licenses without the prior and express written consent of the Collateral Agent which consent will not be unreasonably withheld, provided, that nothing contained in this clause shall be deemed to prohibit the entering into by the Borrower of licensing agreements with respect to which the Borrower is the licensor, on commercially reasonable terms. The Borrower shall maintain the quality of its products to a sufficient degree to maintain the validity of the Trademarks.

9. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the payment in full of the Liabilities and termination of the Loan Agreement. Upon payment in full in cash of all of the Liabilities and termination of the Loan Agreement, this Agreement shall terminate and the Collateral Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the

Collateral Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to this Agreement or the Loan Agreement.

10. Duties of the Borrower. The Borrower shall exercise commercially reasonable judgment in determining whether to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. The Borrower further agrees (a) except to the extent desirable in the Borrower's reasonable business judgment, not to abandon any Trademark or License, and (b) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower.

11. Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Collateral Agent shall commence any such suit, the Borrower shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of its rights and this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Collateral Agent).

12. Waivers. The Collateral Agent's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent unless such suspension or waiver is in writing signed by an officer of the Collateral Agent and directed to the Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence and during the continuance of an Event of Default, and the giving by the Collateral Agent of notice to the Borrower of the Collateral Agent's intention to enforce its rights and claims against the Borrower, the Borrower hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all Persons designated by the Collateral Agent in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in the Borrower's or the Collateral Agent's name, from and after the occurrence and during the continuance of an Event of Default, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Collateral Agent deems in its own or Lenders' best interest. The Collateral Agent shall take no action pursuant to subparagraphs (i), (ii), (iii) or (iv) of this paragraph 15 without taking like action with respect to the entire goodwill of the Borrower's business connected with the use of, and symbolized by, such Trademarks and Licenses. The Borrower hereby ratifies all that such attorney in good faith shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Loan Agreement shall have been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent or the Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Collateral Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's determination, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Agreement shall be binding upon the Borrower and their successors and assigns, and shall inure to the benefit of each of the Collateral Agent and the Lenders and its successors and assigns. The Borrower's successors and assigns

shall include, without limitation, any receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of the Borrower; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent.

17. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions, provided that issues with respect to Article 9 of the Uniform Commercial Code may give effect to applicable choice or conflict of law rules set forth in Article 9 the Uniform Commercial Code) and decisions of the State of New York.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. No Duty of Care. Except as set forth in Section 5.6 of the Loan Agreement, neither the Collateral Agent nor any Lender shall have any duty with respect to the Trademarks or the Licenses, other than to act in good faith with respect thereto; provided, however, that neither the Collateral Agent nor any Lender shall take any action which may cause any goodwill of the Borrower's business connected with the use of, and symbolized by, any Trademark to become separated or disassociated with such Trademark so as to affect adversely such Trademark's validity. Without limiting the generality of the foregoing, neither the Collateral Agent nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all reasonably incurred expenses in connection therewith shall be for the sole account of the Borrower and shall be added to the Liabilities secured hereby.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in 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 shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

BEAULIEU GROUP, LLC

By: Houssem
Name: Mieke De Clerck Hanssens
Title: Executive Vice President

BANK OF AMERICA, National Association, as
Collateral Agent

By: _____
Name: Scott S. Ward
Title: Vice President

STATE OF GEORGIA)
) SS
COUNTY OF COBB)

The foregoing Amended and Restated Trademark Security Agreement was executed and acknowledged before me as of this 24th day of September, 2006 Mieke Dellencq Hanssens, personally known to me to be the EVP of BEAULIEU GROUP, LLC, a Georgia limited liability company, on behalf of such company.




Susan Cheryl Arnold
Notary Public
Cobb County, Georgia
My commission expires: May 12, 2007

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

BEAULIEU GROUP, LLC

By: _____
Name: Mieke De Clerck Hanssens
Title: Executive Vice President

BANK OF AMERICA, National Association, as
Collateral Agent

By: 
Name: Matthew Van Steenhuyse
Title: Senior Vice President

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MATTHEW R. VAN STAN, huys.e., whose name as _____ of Bank of America, National Association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

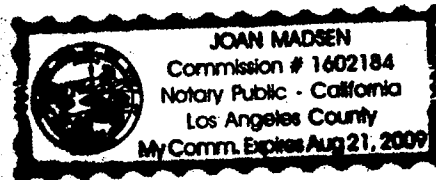
Given under my hand and Official Seal this 18 day of OCTOBER, 2006.

Joan Madsen
Notary Public

(SEAL)

My Commission Expires: August 21, 2009

Notary Public in and for
the State of CALIFORNIA



Schedule 1
to
Amended and Restated Trademark Security Agreement

Dated as of October 20, 2006

Trademarks

None, except:

Trademark	Country	Registration Number	Registration Date
AQUA HOSPITALITY CARPETS	Mexico	915389	21-Dec-2005
AVALAR	Mexico	889402	28-Jun-2005
B BEAULIEU HOME FASHIONS (& Design)	USA	2911344	14-Dec-2004
BC	USA	2285516	12-Oct-1999
BC LOGO	Mexico	919382	14-Feb-2006
BC LOGO	Mexico	928721	12-Apr-2006
BC LOGO	USA	3100777	06-Jun-2006
BEAULIEU	Argentina	1850428	15-Jan-2002
BEAULIEU	USA	2615732	03-Sep-2002
BEAULIEU	USA	2716042	13-May-2003
BEAULIEU	USA	2605300	06-Aug-2002
BEAULIEU	USA	2550703	19-Mar-2002
BEAULIEU COMMERCIAL	USA	2348262	09-May-2000
BEAULIEU DO BRAZIL	Ecuador	702200	17-Oct-2000
BEAULIEU OF AMERICA, INC.	Ecuador	702000	17-Oct-2000
BOL YU	USA	2499551	23-Oct-2001
BOL YU	USA	2436594	20-Mar-2001
BOLYU	Argentina	1828201	07-May-2001
BOLYU	Argentina	1828200	07-May-2001
BOLYU	Argentina	1828199	07-May-2001
BOLYU	Benelux	0658930	05-Jun-2000
BOLYU	Brazil	822048248	21-Oct-2003
BOLYU	Brazil	200039547	21-Oct-2003

Trademark	Country	Registration Number	Registration Date
BOLYU	Chile	569273	01-Jun-2000
BOLYU	Chile	569274	01-Jun-2000
BOLYU	Chile	625300	21-Mar-2002
BOLYU	China	1504966	14-Jan-2001
BOLYU	China	1491974	14-Dec-2000
BOLYU	China	1475819	14-Nov-2000
BOLYU	Ecuador	754500	31-Oct-2000
BOLYU	Ecuador	222900	31-Oct-2000
BOLYU	European Community	1408095	21-Feb-2001
BOLYU	Hong Kong	085092000	19-Jun-2000
BOLYU	Hong Kong	085102000	19-Jun-2000
BOLYU	Hong Kong	085112000	19-Jun-2000
BOLYU	Indonesia	465051	01-Feb-2001
BOLYU	Indonesia	464648	30-Jan-2001
BOLYU	Indonesia	464649	30-Jan-2001
BOLYU	Israel	131100	06-Dec-2000
BOLYU	Israel	131101	06-Sep-2000
BOLYU	Israel	131102	06-Sep-2000
BOLYU	Mexico	638446	25-Jan-2000
BOLYU	Mexico	638445	25-Jan-2000
BOLYU	Mexico	638447	25-Jan-2000
BOLYU	Singapore	T9911328A	08-Oct-1999
BOLYU	Singapore	T9911329Z	08-Oct-1999
BOLYU	Singapore	T9911330C	08-Oct-1999
BOLYU	Taiwan	901877	16-Aug-2000
BOLYU	Taiwan	131920	31-Oct-2000
BOLYU	Taiwan	134946	16-Dec-2000
BOLYU	U. Arab Emirates	26061	15-Oct-2000
BOLYU	U. Arab Emirates	27428	10-Feb-2001
BOLYU	U. Arab Emirates	27397	07-Feb-2001
BOLYU	United Kingdom	2210566	10-Mar-2000
BOLYU	USA	2285533	12-Oct-1999
BOLYU	USA	2285534	12-Oct-1999
C (& Design) (for Cambridge)	USA	2640671	22-Oct-2002
C Design	USA	2759475	02-Sep-2003
CALADIUM	USA	1609880	14-Aug-1990
CAMBRIDGE CARPETS	Ecuador	701900	17-Oct-2000
CAMBRIDGE CARPETS (as amended)	USA	1371477	19-Nov-1985
CLASSIC	USA	2890301	28-Sep-2004

Trademark	Country	Registration Number	Registration Date
LUXURY			
COMFORTESSE	USA	2815511	17-Feb-2004
COMFORTESSE	Mexico	883385	13-Apr-2005
COMFORTESSE	Mexico	883386	13-Apr-2005
COMFORTESSE	Mexico	919512	13-Apr-2005
CONSORT	USA	2750873	12-Aug-2003
CONSORT	Ecuador	702400	17-Oct-2000
CONSORT (& Design)	USA	2554100	26-Mar-2002
CORONET	Brunei	7620	29-Mar-1983
CORONET	Malaya	M71297	01-Apr-1983
CORONET	Singapore	67381	31-Mar-1983
CORONET	USA	2512286	27-Nov-2001
CORONET (& Crown Design)	USA	2512297	27-Nov-2001
CORONET CARPETS	Ecuador	701800	17-Oct-2000
CROWN Design in Squares	Brunei	7472	03-May-1983
CROWN Design in Squares	Malaya	M71615	10-May-1983
DESIGNS FOR LIVING (& Design)	USA	1413471	14-Oct-1986
DIATRON	USA	2315908	08-Feb-2000
DURA-KID	Canada	TMA532296	07-Sep-2000
EARTHGUARD	USA	1989160	23-Jul-1996
ECOPAD	USA	2422088	16-Jan-2001
HOEDOWN	USA	2467801	10-Jul-2001
HOLLYTEX	USA	2810718	03-Feb-2004
HOLLYTEX ULTIMATE PERFORMANCE	Canada	620118	20-Sep-2004
HOLLYTEX ULTIMATE PERFORMANCE	USA	2832859	13-Apr-2004
ILOC	USA	2830552	06-Apr-2004
LEAN AND MEAN	USA	2306054	04-Jan-2000
LUXURYBAC	Canada	627798	07-Dec-2004
LUXURYBAC	USA	2926366	15-Feb-2005
LUXURYBAC (& Design)	USA	3019916	29-Nov-2005
MAGIC FRESH	USA	2803466	06-Jan-2004
MAGIC FRESH	USA	2922687	01-Feb-2005

Trademark	Country	Registration Number	Registration Date
(& Design)			
NATURE'S HOME FROM DESIGN ALLIANCE	USA	2453179	22-May-2001
PERMASHIELD	USA	2872217	10-Aug-2004
PERMASOFT	USA	2778501	28-Oct-2003
PERMASOFT PLUS	USA	2792454	09-Dec-2003
PRECISION PLUS	USA	2559287	09-Apr-2002
PRO FLOORING ASSOCIATION (& Design)	USA	2021675	10-Dec-1996
PRO FLOORING CREDIT (& Design)	USA	2034114	28-Jan-1997
PURALEX	USA	3121855	25-Jul-2006
PURALEX (Stylized)	USA	3124756	01-Aug-2006
PURALEX (Stylized)	Mexico	932782	28-Apr-2006
REVIVE	USA	2570698	21-May-2002
ROYALIST	Canada	TMA529648	21-Jun-2000
ROYALIST	USA	2292488	16-Nov-1999
SILHOUETTES FROM DESIGN ALLIANCE	USA	2492255	25-Sep-2001
STAIN RANGER	USA	2585905	25-Jun-2002
STYLES FOR LIVING	Ecuador	702300	17-Oct-2000
STYLES FOR LIVING	USA	2452123	15-May-2001
SURE-LOC	USA	1734989	24-Nov-1992
SURFACES	USA	2493796	02-Oct-2001
WORK & LEISURE	USA	2933220	15-Mar-2005

Unregistered Trademarks

None, except: Beaulieu of America

Trademark Applications

None, except:

Trademark	Country	Application Number	Filing Date
AQUA HOSPITALITY	Australia	1127246	02-Aug-2006
AQUA HOSPITALITY CARPETS	Canada	1280052	18-Nov-2005
AQUA HOSPITALITY CARPETS	USA	78669157	13-Jul-2005
ARTWEAVE	USA	78686568	01-Aug-2005
AVALAR	Canada	1253563	11-Apr-2005
AVALAR	USA	78527652	06-Dec-2004
B Stylized	Australia	1131146	23-Aug-2006
B stylized	USA	78823064	24-Feb-2006
B stylized	USA	78946036	07-Aug-2006
B stylized	USA	78944363	03-Aug-2006
BC LOGO	Canada	1279883	17-Nov-2005
BEAU-TECH	USA	78776885	20-Dec-2005
BEAULIEU	USA	78946029	07-Aug-2006
BOLYU	Brazil	822048205	24-Sep-1999
CAMBRIDGE	Australia	1127206	02-Aug-2006
CAMBRIDGE	Colombia	06086867	31-Aug-2006
CAMBRIDGE	Ecuador		
CAREFREE LIVING	Australia	1127841	04-Aug-2006
COMFORTESSE	USA	78499523	14-Oct-2004
COMFORTESSE	Canada	1253565	11-Apr-2005
COMPASS BY BEAULIEU OF AMERICA	USA	78742357	28-Oct-2005
CORONET	Australia	1127261	02-Aug-2006
CORONET CAREFREE CASUALS	USA	78685344	04-Aug-2005
EVERCLEAN BY CORONET	Canada	1304885	09-Jun-2006
EVERCLEAN BY CORONET	Mexico	791825	30-Jun-2006
EVERCLEAN BY CORONET	USA	78821706	23-Feb-2006
FIBERESSENCE	Canada	1287479	26-Jan-2006
FIBERESSENCE	USA	78922915	05-Jul-2006

Trademark	Country	Application Number	Filing Date
FIBERESSENCE BY BEAULIEU	Canada	1257370	12-May-2005
FIBERESSENCE BY BEAULIEU	USA	78547525	14-Jan-2005
FLOOR ESSENTIALS BY BEAULIEU	USA	78561657	07-Feb-2005
FLOORING SELECTION CENTER	USA	78946120	07-Aug-2006
FLOORING SELECTION CENTER	USA	78946025	07-Aug-2006
HOLLYTEX	Australia	1132534	30-Aug-2006
HOLLYTEX	Canada	1187357	12-Aug-2003
HOLLYTEX	Colombia	06089706	07-Sep-2006
HOLLYTEX	USA	78961690	28-Aug-2006
HOLLYTEX COLOR CLASSICS COLLECTION	USA	78685341	04-Aug-2005
HOLLYTEX FASHION ESSENTIALS	Australia	1127849	04-Aug-2006
HOLLYTEX FASHION ESSENTIALS	USA	78731499	12-Oct-2005
ILOC	Australia	1127251	02-Aug-2006
LUXURYBAC	Australia	1131987	28-Aug-2006
MAGIC FRESH (& Design)	Canada	1192743	03-Oct-2003
MASTERLINE	Canada	1300008	02-May-2006
MASTERLINE	European Community	005122387	22-May-2006
MASTERLINE	Hong Kong	300643491	22-May-2006
MASTERLINE	Israel	190435	25-May-2006
MASTERLINE	Mexico	785001	26-May-2006
MASTERLINE	U. Arab Emirates	81238	29-May-2006
MASTERLINE	USA	78769048	08-Dec-2005
NEXTERRA	Australia	1127248	02-Aug-2006
NEXTERRA	USA	78464086	09-Aug-2004
NEXTERRA (& Design)	USA	78502563	20-Oct-2004
NEXTERRA (& Design)	Canada	1253564	11-Apr-2005

Trademark	Country	Application Number	Filing Date
NEXTERRA (& Design)	Mexico	713182	20-Apr-2005
OPTIFECTS	USA	78900407	05-Jun-2006
PBD	USA	78945019	04-Aug-2006
PERMASHIELD	USA	78377915	03-Mar-2004
PERMATWIST	USA	78695323	18-Aug-2005
PREFERRED BEAULIEU DEALER	USA	78945021	04-Aug-2006
PURALEX	Australia	1127249	02-Aug-2006
PURALEX (Stylized)	Canada	1253569	11-Apr-2005
PURALEX (Stylized)	Mexico	713791	22-Apr-2005
PURESQUE	USA	78809000	07-Feb-2006
PURESQUE	USA	78889969	23-May-2006
SOFT CLASSICS BY CORONET	Australia	1127831	04-Aug-2006
SOFT CLASSICS BY CORONET	USA	78890966	24-May-2006
ULTIMATE LIVING	Australia	1131140	23-Aug-2006

Schedule 2
to
Amended and Restated Trademark Security Agreement

Dated as of October 20, 2006

Licenses

None, except:

1. License Agreement dated March 22, 2002, between the Borrower and Springs Industries, Inc.*
2. License Agreement dated April 26, 2003, between the Borrower and F. Schumacher & Co.

* This agreement will be terminated post closing and a new agreement on substantially similar terms will be entered into with CS Brooks, Inc.