

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
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:	3270460	AMERICA'S CARPET CARD	
Registration Number:	3640938	BLISS BY BEAULIEU HEALTHY ESSENCE	
Registration Number:	3648591	BLISS BY BEAULIEU HEALTHY HOME	
Registration Number:	3648592	BLISS BY BEAULIEU REAL LIFE	
Registration Number:	3648590	BLISS BY BEAULIEU SIMPLE ACCENTS	
Registration Number:	3502721	CITATION MILLS	
Registration Number:	3632424	SILVER RELEASE	
Registration Number:	3453265	SOFT CLASSICS	
Registration Number:	3539104	THE NICEST CARPET IN THE WORLD	
Registration Number:	3539105	THE NICEST CARPET IN THE WORLD	
Registration Number:	3633381	THE NICEST CARPET IN THE WORLD	
Registration Number:	3678059	THE NICEST CARPET IN THE WORLD.	
Registration Number:	3402518	TRUE COMFORT	
Serial Number:	78946029	BEAULIEU	

CH \$990.00 3270460

900146739

TRADEMARK
REEL: 004089 FRAME: 0561

Serial Number:	77345389	BLISS BY BEAULIEU
Serial Number:	77344612	BLISS BY BEAULIEU
Serial Number:	77343906	BLISS BY BEAULIEU
Serial Number:	77343340	BLISS BY BEAULIEU
Serial Number:	77338880	BLISS BY BEAULIEU
Serial Number:	77356730	BLISS BY BEAULIEU WORK & LEISURE
Serial Number:	77313536	CORONET SOFT CLASSICS
Serial Number:	77197645	ECO EARTH TREE MAT
Serial Number:	77348656	FAMILY HEALTH FLOORING SOLUTIONS
Serial Number:	77354956	FAMILY TIME FLOORING SOLUTIONS
Serial Number:	77445208	GREEN HOME ESSENTIALS
Serial Number:	77336447	GREEN SMART
Serial Number:	77400317	HEALTHY DECOR
Serial Number:	77336385	HEALTHY HOME FLOORING SOLUTIONS
Serial Number:	77336394	NATURAL COMFORT FLOORING SOLUTIONS
Serial Number:	77445750	OMNI LOC
Serial Number:	77616325	PREVENTX
Serial Number:	77368226	PURE CONTRACT
Serial Number:	77690319	SHER-FRESH
Serial Number:	77377003	SILVER RELEASE
Serial Number:	77375619	SILVER RELEASE
Serial Number:	77368215	SIMPLE COMFORTS FLOORING SOLUTIONS
Serial Number:	77368221	SIMPLE PLEASURES FLOORING SOLUTIONS
Serial Number:	77413418	THE NICEST CARPET IN THE WORLD
Serial Number:	77354949	ULTIMATE HOME FLOORING SOLUTIONS

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
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:	11/02/2009

Total Attachments: 24

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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

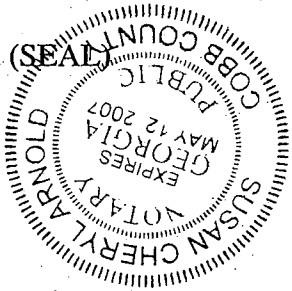
By: Houssem
Name: Mieke De Clerck Hanssens
Title: Executive Vice President

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, huysc., 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.

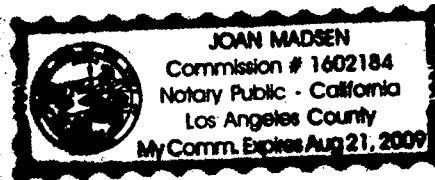
Joan Madsen

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
AMERICA'S CARPET CARD	USA	3270460	24-July-2007
AQUA HOSPITALITY CARPETS	Australia	1127246	20-Mar-2007
AQUA HOSPITALITY CARPETS	Canada	TMA7052	22-Jan-2008
AQUA HOSPITALITY CARPETS	USA	3320256	23-Oct-2007
AQUA HOSPITALITY CARPETS	Mexico	915389	21-Dec-2005
AQUA HOSPITALITY CARPETS	Russian Federation	339736	18-Dec-2007
AVALAR	Canada	TMA7213	19-Aug-2008
AVALAR	Mexico	889402	28-Jun-2005
AVALAR	New Zealand	795798	12-Mar-2009
AVALAR	USA	3184606	12-Dec-2006
B BEAULIEU HOME FASHIONS (& Design)	USA	2911344	14-Dec-2004
B Stylized	Australia	1131146	6-Aug-2007
B Stylized	Bolivia	109136	19-June-2007
B Stylized	Bolivia	109135	19-June-2007
B Stylized	Bolivia	109256	21-June-2007

Trademark	Country	Registration Number	Registration Date
B Stylized	Bolivia	109260	21-June-2007
B Stylized	Bolivia	109137	19-June-2007
B Stylized	Bolivia	109257	21-June-2007
B Stylized	Columbia	333185	31-May-2007
B Stylized	Columbia	333184	31-May-2007
B Stylized	Columbia	333183	31-May-2007
B Stylized	Columbia	333188	31-May-2007
B Stylized	Columbia	333186	31-May-2007
B Stylized	Columbia	333187	31-May-2007
B Stylized	Ecuador	1916-07	14-Sept-2007
B Stylized	Ecuador	4789-07	10-Sept-2007
B Stylized	Ecuador	1915-07	16-July-2007
B Stylized	Ecuador	399-08	15-Jan-2008
B Stylized	Ecuador	1917-07	17-Sept-2007
B Stylized	Guatemala	151968	18-Sept-2007
B Stylized	Guatemala	152248	27-Sept-2007
B Stylized	Guatemala	152241	25-Sept-2007
B Stylized	Guatemala	154764	20-Feb-2008
B Stylized	Guatemala	152194	24-Sept-2007
B Stylized	Guatemala	153897	28-Jan-2008
B Stylized	Guatemala	152196	24-Sept-2007
B Stylized	Mexico	969132	19-Jan-2007
B Stylized	Mexico	969367	22-Jan-2007
B Stylized	Mexico	969449	23-Jan-2007
B Stylized	Mexico	968597	19-Dec-2006
B Stylized	Mexico	968596	19-Dec-2006
B Stylized	Mexico	968359	18-Dec-2006
B Stylized	Panama	168644-0	23-Dec-2008
B Stylized	Panama	168644-0	23-Dec-2008
B Stylized	Panama	168644-0	23-Dec-2008
B Stylized	Panama	168644-0	23-Dec-2008
B Stylized	Panama	168644-0	23-Dec-2008
B Stylized	Panama	168644-0	23-Dec-2008
B Stylized	Peru	126562	23-April-2007
B Stylized	Peru	45971	23-April-2007
B Stylized	Peru	47498	19-Sept-2007
B Stylized	Peru	129004	16-July-2007
B Stylized	Peru	129562	2-Aug-2007
B Stylized	Peru	45972	23-April-2007
B Stylized	Russian Federation	340544	27-Dec-2007
B Stylized	USA	3405419	1-April-2008
B Stylized	USA	3506650	23-Sept-2008

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B Stylized with Mortar Board	USA	3364994	8-Jan-2008
BC	USA	2285516	12-Oct-1999
BC LOGO	Canada	687437	10-May-2007
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	2550703	19-Mar-2002
BEAULIEU	USA	2348262	09-May-2000
COMMERCIAL BEAULIEU DO BRAZIL	Ecuador	702200	17-Oct-2000
BEAULIEU OF AMERICA, INC.	Ecuador	702000	17-Oct-2000
BEAU-TECH	USA	3299664	25-Sept-2007
BLISS BY BEAULIEU HEALTHY ESSENCE	USA	3640938	16-June-2009
BLISS BY BEAULIEU HEALTHY HOME	USA	3648591	30-June-2009
BLISS BY BEAULIEU REAL LIFE	USA	3648592	30-June-2009
BLISS BY BEAULIEU SIMPLE ACCENTS	USA	3648590	30-June-2009
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	82204824	21-Oct-2003
BOLYU	Brazil	20003954	21-Oct-2003
BOLYU	Brazil	82204820	7-Aug-2007
BOLYU	Chile	569273	01-Jun-2000
BOLYU	Chile	569274	01-Jun-2000
BOLYU	Chile	625300	21-Mar-2002

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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	20000850	19-Jun-2000
BOLYU	Hong Kong	20000850	19-Jun-2000
BOLYU	Hong Kong	20000850	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	T9911328	08-Oct-1999
BOLYU	Singapore	T9911329	08-Oct-1999
BOLYU	Singapore	T9911330	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	2499551	23-Oct-2001
BOLYU	USA	2436594	20-Mar-2001
BOLYU	USA	2285533	12-Oct-1999
BOLYU	USA	2285534	12-Oct-1999
C (& Design) (for Cambridge)	USA	2640671	22-Oct-2002
C (Stylized) (for CONSORT)	USA	2759475	02-Sep-2003
CALADIUM	USA	1609880	14-Aug-1990
CAMBRIDGE	Australia	1127206	20-Mar-2007
CAMBRIDGE	Colombia	337492	23-Aug-2007
CAMBRIDGE	Ecuador	5497-07	3-July-2007
CAMBRIDGE	USA	1371477	19-Nov-1985

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CAMBRIDGE CARPETS	Ecuador	701900	17-Oct-2000
CAREFREE LIVING	Australia	1127841	20-Mar-2007
CITATION MILLS	USA	3502721	16-Sept-2008
CLASSIC LUXURY	USA	2890301	28-Sep-2004
COMFORTESSSE	Mexico	883385	13-Apr-2005
COMFORTESSSE	Mexico	883386	13-Apr-2005
COMFORTESSSE	Mexico	919512	13-Apr-2005
COMFORTESSSE	USA	2815511	17-Feb-2004
COMPASS BY BEAULIEU OF AMERICA	USA	3331635	6-Nov-2007
CONSORT	Ecuador	702400	17-Oct-2000
CONSORT	USA	2750873	12-Aug-2003
CONSORT Stylized	USA	2554100	26-Mar-2002
CORONET	Australia	1127261	20-Mar-2007
CORONET	Brunei	7620	29-Mar-1983
CORONET	Malaysia	M71297	01-Apr-1983
CORONET	Singapore	T7667381	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	Malaysia	M71615	10-May-1983
DIATRON	USA	2315908	08-Feb-2000
DURA-KID	Canada	TMA5322	07-Sep-2000
EARTHGUARD	USA	1989160	23-Jul-1996
EVERCLEAN BY CORONET	Mexico	945110	30-June-2006
EVERCLEAN BY CORONET	USA	3314399	16-Oct-2007
FIBERESSENCE	Canada	683753	15-Mar-2007
FIBERESSENCE	USA	3398565	18-Mar-2008
HOLLYTEX	Australia	1132534	16-April-2007
HOLLYTEX	Australia	1164574	15-Oct-2007

Trademark	Country	Registration Number	Registration Date
HOLLYTEX	Bolivia	109138C	19-June-2007
HOLLYTEX	Canada	671086	24-Aug-2006
HOLLYTEX	Chile	781826	9-Mar-2007
HOLLYTEX	Colombia	338660	4-Sept-2007
HOLLYTEX	European Community	00533733	30-Aug-2007
HOLLYTEX	Mexico	973615	23-Feb-2007
HOLLYTEX	Russian Federation	341076	14-Jan-2008
HOLLYTEX	Trinidad and Tobago	37784	21-May-2007
HOLLYTEX	Turkey	2006/501	17-Oct-2006
HOLLYTEX	USA	2810718	03-Feb-2004
HOLLYTEX	USA	3298093	25-Sept-2007
HOLLYTEX	Australia	1127849	20-Mar-2007
FASHION ESSENTIALS			
HOLLYTEX	USA	3410548	8-April-2008
FASHION ESSENTIALS			
HOLLYTEX	Australia	1189137	12-Mar-2008
ULTIMATE PERFORMANCE			
HOLLYTEX	Canada	620118	20-Sep-2004
ULTIMATE PERFORMANCE			
HOLLYTEX	USA	2832859	13-Apr-2004
ULTIMATE PERFORMANCE			
ILOC	Australia	1127251	20-Mar-2007
ILOC	USA	2830552	06-Apr-2004
LUXURYBAC	Australia	1131987	2-June-2008
LUXURYBAC	Canada	627798	07-Dec-2004
LUXURYBAC	USA	2926366	15-Feb-2005
LUXURYBAC	USA	3019916	29-Nov-2005
(& Design)			
MAGIC FRESH	USA	2803466	06-Jan-2004
MAGIC FRESH	USA	2922687	01-Feb-2005
(& Design)			
MASTERLINE	European Community	00512238	24-May-2007
MASTERLINE	Hong Kong	30064349	16-Nov-2006
MASTERLINE	Israel	190436	14-Oct-2007
MASTERLINE	Mexico	940250	26-May-2006

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MASTERLINE	U. Arab Emirates	84168	11-Sept-2007
MASTERLINE	USA	3304218	2-Oct-2007
NATURE'S HOME FROM DESIGN ALLIANCE	USA	2453179	22-May-2001
NEXTERRA	Australia	1127248	20-Mar-2007
NEXTERRA	Canada	TMA7046	15-Jan-2008
NEXTERRA	New Zealand	795797	12-Mar-2009
NEXTERRA	USA	3184507	12-Dec-2006
NEXTERRA (and Design)	Mexico	925682	27-Mar-2006
NEXTERRA (and Design)	USA	3184561	12-Dec-2006
OPTIFECTS	Australia	1145065	7-May-2007
OPTIFECTS	European Community	00549286	15-Nov-2007
PERMASHIELD	USA	2872217	10-Aug-2004
PERMASOFT	USA	2778501	28-Oct-2003
PERMASOFT PLUS	USA	2792454	09-Dec-2003
PERMATWIST	USA	3308810	9-Oct-2007
PURALEX	Australia	1127249	20-Mar-2007
PURALEX	USA	3121855	25-Jul-2006
PURALEX (Stylized)	Canada	TMA7046	15-Jan-2008
PURALEX (Stylized)	Mexico	932782	28-Apr-2006
PURALEX (Stylized)	Mexico	713791	
PURALEX (Stylized)	USA	3124756	01-Aug-2006
PURESQUE	USA	3304363	2-Oct-2007
PURESQUE	USA	3304606	2-Oct-2007
ROYALIST	Canada	TMA5296	21-Jun-2000
ROYALIST	USA	2292488	16-Nov-1999
SILHOUETTES FROM DESIGN ALLIANCE	USA	2492255	25-Sep-2001
SILVER RELEASE	USA	3632424	2-June-2009
SOFT CLASSICS	USA	3453265	24-June-2008
SOFT CLASSICS	Australia	1127831	15-Jan-2007

Trademark	Country	Registration Number	Registration Date
BY CORONET STYLES FOR LIVING	Ecuador	702300	17-Oct-2000
STYLED FOR LIVING	USA	2452123	15-May-2001
SURE-LOC	USA	1734989	24-Nov-1992
THE NICEST CARPET IN THE WORLD	USA	3539104	25-Nov-2008
THE NICEST CARPET IN THE WORLD	USA	3539105	25-Nov-2008
THE NICEST CARPET IN THE WORLD	USA	3633381	2-June-2009
THE NICEST CARPET IN THE WORLD Stylized	USA	3678059	1-Sept-2009
TRUE COMFORT	USA	3402518	25-Mar-2008
ULTIMATE LIVING	Australia	1131140	2-April-2007
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 CARPETS	China (People's Republic)	5671883	20-Oct-2006
AQUA HOSPITALITY CARPETS	New Zealand	795800	11-Sept-2008

Trademark	Country	Application Number	Filing Date
AVALAR	China (People's Republic)	7132600	25-Dec-2008
B Stylized	Brazil	828805636	23-Oct-2006
B Stylized	Brazil	828805652	23-Oct-2006
B Stylized	Brazil	828805628	23-Oct-2006
B Stylized	Brazil	828805610	23-Oct-2006
B Stylized	Brazil	828805601	23-Oct-2006
B Stylized	Brazil	828805644	23-Oct-2006
B Stylized	China (People's Republic)	5671889	20-Oct-2006
B Stylized	China (People's Republic)	5671887	20-Oct-2006
B Stylized	China (People's Republic)	5671886	20-Oct-2006
B Stylized	China (People's Republic)	5671885	20-Oct-2006
B Stylized	China (People's Republic)	5671884	20-Oct-2006
B Stylized	China (People's Republic)	5671888	20-Oct-2006
B Stylized	Ecuador	176668	16-Oct-2006
B Stylized	India	1658136	26-Feb-2008
B Stylized	India	1658135	26-Feb-2008
B Stylized	India	1658134	26-Feb-2008
B Stylized	India	1658131	26-Feb-2008
B Stylized	India	1658133	26-Feb-2008
B Stylized	India	1658132	26-Feb-2008
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	USA	78946036	07-Aug-2006
B Stylized	USA	78979429	24-Feb-2006
BEAULIEU	China (People's Republic)	6041018	9-May-2007
BEAULIEU	USA	78946029	07-Aug-2006
BEAULIEU COMMERCIAL	China (People's Republic)	7132601	25-Dec-2008
BEAULIEU COMMERCIAL	China (People's Republic)	713602	25-Dec-2008
BEAULIEU COMMERCIAL	China (People's Republic)	7132603	25-Dec-2008

Trademark	Country	Application Number	Filing Date
BEAULIEU COMMERCIAL	New Zealand	795796	11-Sept-2008
BLISS BY BEAULIEU	USA	77345389	6-Dec-2007
BLISS BY BEAULIEU	USA	77344612	5-Dec-2007
BLISS BY BEAULIEU	USA	7734906	4-Dec-2007
BLISS BY BEAULIEU	USA	77343340	4-Dec-2007
BLISS BY BEAULIEU	USA	77338880	28-Nov-2007
BLISS BY BEAULIEU DARING	USA		
BLISS BY BEAULIEU FLIRTATION	USA		
BLISS BY BEAULIEU FOR KIDS	USA		
BLISS BY BEAULIEU PLAYTIME	USA		
BLISS BY BEAULIEU WORK & LEISURE	USA	77356730	20-Dec-2007
BOLYU	New Zealand	795801	11-Sept-2008
CAMBRIDGE	China (People's Republic)	6041017	9-May-2007
CAMBRIDGE	New Zealand	795802	11-Sept-2008
CORONET	China (People's Republic)	5671882	20-Oct-2006
CORONET	Russian Federation		30-April-2009
CORONET SOFT CLASSICS	USA	77313536	25-Oct-2007
ECO EARTH TREE MAT	USA	77197645	5-June-2007
EDURAFRESH	USA		
EVERCLEAN	Canada	1353826	28-June-2007
FAMILY	USA	77348656	11-Dec-2007

Trademark	Country	Application Number	Filing Date
HEALTH FLOORING SOLUTIONS			
FAMILY TIME FLOORING SOLUTIONS	USA	77354956	18-Dec-2007
GREEN HOME ESSENTIALS	USA	77445208	10-April-2008
GREEN SMART	USA	77336447	26-Nov-2007
HEALTHY DECOR	USA	77400317	19-Feb-2008
HEALTHY HOME FLOORING SOLUTIONS	USA	77336385	26-Nov-2007
HOLLYTEX	China (People's Republic)	5633935	27-Sept-2006
HOLLYTEX	China (People's Republic)	5735502	20-Nov-2006
MAGIC FRESH (& Design)	Canada	1192743	03-Oct-2003
MASTERLINE	Canada	1300008	02-May-2006
NATURAL COMFORT FLOORING SOLUTIONS	USA	77336394	26-Nov-2007
OMNI LOC	USA	77445750	11-April-2008
OPTIFECTS	Canada	1326854	5-Dec-2006
OPTIFECTS	USA	78900407	05-Jun-2006
PERMASHIELD	USA	78377915	03-Mar-2004
PREVENTX	Australia	1284541	11-Feb-2009
PREVENTX	Canada	1428167	18-Feb-2009
PREVENTX	Mexico	989770	13-Feb-2009
PREVENTX	New Zealand	788877	11-Feb-2009
PREVENTEX	USA	77616325	18-Nov-2008
PURALEX	China (People's Republic)	7132599	25-Dec-2008
PURE CONTRACT	Australia	1263072	18-Sept-2008
PURE CONTRACT	Canada	1411085	17-Sept-2008
PURE CONTRACT	Korea, Republic of	402008004	18-Sept-2008

Trademark	Country	Application Number	Filing Date
PURE CONTRACT	New Zealand	795799	11-Sept-2008
PURE CONTRACT	Singapore	T0813144	23-Sept-2008
PURE CONTRACT	USA	77368226	10-Jan-2008
PUREPLUS	USA		
SHER-FRESH	USA	77690319	13-Mar-2009
SILVER RELEASE	USA	77377003	22-Jan-2008
SILVER RELEASE	USA	77375619	18-Jan-2008
SIMPLE COMFORTS FLOORING SOLUTIONS	USA	77368215	10-Jan-2008
SIMPLE PLEASURES FLOORING SOLUTIONS	USA	77368221	10-Jan-2008
THE NICEST CARPET IN THE WORLD	Australia	1288263	6-Mar-2009
THE NICEST CARPET IN THE WORLD	USA	77413418	5-Mar-2008
THE NICEST CARPET IN THE WORLD Stylized	New Zealand	803355	6-Mar-2009
ULTIMATE HOME FLOORING SOLUTIONS	USA	77354949	18-Dec-2007
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.