

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QEP - TENNESSEE, INC.		02/12/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	NEW STREAM COMMERCIAL FINANCE, LLC
Street Address:	38 GROVE STREET, 2ND FLOOR
City:	RIDGEFIELD
State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1703307	ACADIA NATURAL
Registration Number:	1701800	ADIRONDACK HONEY
Registration Number:	2416394	ALUMIDE
Registration Number:	3698241	BONDWOOD
Registration Number:	1991237	CAPITAL
Registration Number:	2838517	CROSSROADS
Registration Number:	1362791	EVERSETT
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Registration Number:	2022678	KINGSPORT
Registration Number:	1700570	MOJAVE WHEAT
Registration Number:	3079417	QUIKLOC
Registration Number:	2796090	TAPTIGHT
Registration Number:	2503829	VANGUARD

OP \$465.00 1703307

Registration Number:	0838196	WEBBAC
Registration Number:	3584283	ARBOR FLOORCRAFT
Serial Number:	77319940	ARBORCRAFT
Serial Number:	77339102	FLOORCRAFT BY ARBORCRAFT

CORRESPONDENCE DATA

Fax Number: (860)251-5312
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 860-251-5935
Email: trademarks@goodwin.com
Correspondent Name: Linda P. Casillo, Paralegal
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:	20335-08
NAME OF SUBMITTER:	Linda P. Casillo, Paralegal
Signature:	/Linda P. Casillo/
Date:	02/15/2010

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of February 12, 2010, is made by QEP - TENNESSEE, INC., a Florida corporation ("Grantor"), in favor of NEW STREAM COMMERCIAL FINANCE, LLC, a Delaware limited liability company (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Q.E.P. Co., Inc., a Delaware corporation and the parent of Grantor ("Holding"), Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Term Loan to Holding;

WHEREAS, Grantor is a wholly-owned subsidiary of Holding and as such will derive direct and indirect economic benefits from the Term Loan made to Holding pursuant to the Credit Agreement; and

WHEREAS, to induce Lender to make the Term Loan as provided for in the Credit Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Lender, to secure all of the Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms (including in the recitals) used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a continuing security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Intellectual Property Collateral"):
 - (i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
 - (ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
 - (iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

- (iv) all reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Lender as aforesaid, Grantor hereby grants to Lender, a right of setoff, against the property of Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to

Lender pursuant to the Security Agreement. In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex D to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 10.9 of the Credit Agreement), and given in the manner required by Section 10.9 of the Credit Agreement.

8. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

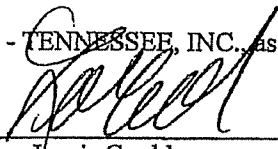
9. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

10. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QEP - TENNESSEE, INC. as Grantor

By: 
Name: Lewis Gould
Title: President

Acknowledged and Agreed:

NEW STREAM COMMERCIAL
FINANCE, LLC, as Lender

By: New Stream Capital, LLC, its Manager

By: _____
Name: Perry Gillies
Title: President

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QEP - TENNESSEE, INC., as Grantor

By: _____

Name: Lewis Gould

Title: President

Acknowledged and Agreed:

NEW STREAM COMMERCIAL
FINANCE, LLC, as Lender

By: New Stream Capital, LLC, its Manager

By: 

Name: Perry Gillies

Title: President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS:

United States:

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Date</u>
- Acadia Natural	74/206,141	1,703,307	July 28, 1992
- Adirondack Honey	74/205,826	1,701,800	July 21, 1992
- Alumide	75/631,888	2,416,394	Dec 26, 2000
- Bondwood	77/691,783	3,698,241	Oct 20, 2009
- Capital	74/711,060	1,991,237	Aug 6, 1996
- Crossroads	78/185,219	2,838,517	May 4, 2004
- Eversett (adhesive)	73/531,640	1,362,791	Oct 1, 1985
- Harris& Design	71/693322	0651923	Sep 24, 1957
- Harris & Design	71/318,358	290,424	Jan 5, 1932
- Kingsport	74/711,061	2,022,678	Dec 10, 1996
- Mojave Wheat	74/205,819	1,700,570	July 14, 1992
- Quikloc	78/607551	3079417	Apr 11, 2006
- TapTight	78/112,936	2,796,090	Dec 16, 2003
- Vanguard	76/106,470	2,503,829	Nov 6, 2001
- Webbac	72/239,995	838,196	Nov 7, 1967
- Arbor FloorCraft	77/339,086	3,584,283	Mar 3, 2009

Canada:

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Date</u>
- Avenues	1127285	TMA584,801	July 8, 2003
- Coach House Hickory	1114341	580457	May 1, 2003
- Crossroads	1134364	TMA589,701	Sep 12, 2003
- Passport: Australia	1110253	580524	May 2, 2003
- TapTight	1129995	TMA589,920	Sep 16, 2003
- Genesis	1334060	TMA738,054	May 4, 2009

II. TRADEMARK APPLICATIONS:

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
- ArborCraft	77/319,940	pending	United States
- FloorCraft by ArborCraft	77/339,102	pending	United States
- Genesis	pending	pending	United States
- T-Lock	1284063	pending	Canada

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

Common Law Trademarks:

<u>Mark</u>	<u>Countries</u>
- Artisan's	US-CA
- Basics	US
- ClicLoc	US
- Essentials	US-CA
- Foundations	US
- Grand Vistas Collection	US
- Ovations	US-CA
- Signature	US-CA
- Mission	US
- Passages	US
- Journey	US
- Amherst	US
- Wiltshire	US
- Cornerstone	US
- Expeditions	US
- Passport (no Australia connection)	US
- Northwoods	US
- Craftique Textures	US
- Craftique Tejas	US
- Cascades Hand-Scraped	US
- Cascades Reserve	US
- Hamptons ColorCraft	US
- Beacon Hill	US
- Mesa Verde	US
- Trailhouse Hickory	US
- Distinctions	US
- Traditions	US
- Traditions Springloc	US
- Springloc	US
- Rocky Mountain Hand-Scraped	US
- Amherst Ultraloc	US-CA
- Painted Desert	US-CA
- Boston Bay	US-CA
- Plantation Hand-Scraped	US-CA

Internet domain name registrations:

Wood Division - Web Domain Names

Domain:	Expire Date:	Registered through
http://harris-tarkett.com	March 9, 2010	Pete Whipple
http://arborcraftfloors.com	November 16, 2010	Pete Whipple
http://harriswoodfloors.com	December 6, 2010	Pete Whipple

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{00932216; 3; 0168-3}

TRADEMARK
REEL: 004149 FRAME: 0406

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.			

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			