

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Carpets of America, Inc.		02/18/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Susquehanna Bank		
Street Address:	1570 Manheim Pike		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17604-3300		
Entity Type:	Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2864615	WE'VE GOT YOU COVERED	
Registration Number:	3204292	MAKING YOUR VISION A REALITY	
CORRESPONDENCE DATA			
Fax Number:	(717)299-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717-299-7254		
Email:	brettj@hublaw.com		
Correspondent Name:	Brett D. Jackson		
Address Line 1:	221 East Chestnut Street		
Address Line 4:	Lancaster, PENNSYLVANIA 17602		
ATTORNEY DOCKET NUMBER:	18959.177		
NAME OF SUBMITTER:	Brett D. Jackson		
Signature:	/s/ Brett D. Jackson		

OP \$65.00 2864615

900155882

**TRADEMARK
 REEL: 004158 FRAME: 0248**

Date:

03/01/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 18th of February, 2010 by COMMERCIAL CARPETS OF AMERICA, INC., a Virginia corporation ("Grantor"), in favor of SUSQUEHANNA BANK ("Lender");

WITNESSETH

WHEREAS, Grantor and Lender are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extension of credit to be made to Grantor by Lender in the form of the Term Loan and the Revolving Credit Loan (each as defined in the Loan Agreement);

WHEREAS, Borrower has granted to Lender, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender, except as otherwise permitted under the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement which has not been waived in writing by the Lender, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Virginia, may take such action permitted under the Loan Agreement and the Other Documents, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by Lender, Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMMERCIAL CARPETS OF AMERICA. INC.,
a Virginia corporation

By: _____

Name: Daryl Reinke

Title: Chief Executive Officer

Agreed and Accepted,

SUSQUEHANNA BANK

By: George R. Huff III

Name: George R. Huff, III

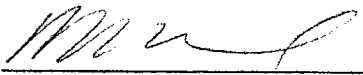
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMMERCIAL CARPETS OF AMERICA, INC.,
a Virginia corporation

By: 
Name: Daryl Reinke
Title: Chief Executive Officer

Agreed and Accepted,

SUSQUEHANNA BANK

By: _____
Name: George R. Huff, III
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004158 FRAME: 0253

COMPANY ACKNOWLEDGMENT

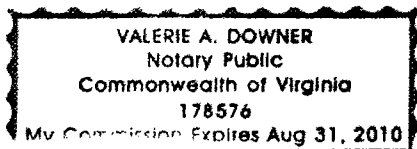
UNITED STATES OF AMERICA :
COMMONWEALTH OF VIRGINIA : SS
COUNTY OF :

On this 17 of February, 2010, before me personally appeared Daryl Reinke, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Commercial Carpets of America, Inc., that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Valerie A. Downer

Notary Public

My Commission Expires: 8/31/10



[Notary Acknowledgement -- Intellectual Property Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration/Serial No.</u>	<u>Date Registered</u>
"We've Got You Covered"	2864615	July 20, 2004
"Making Your Vision A Reality"	3204292	January 30, 2007

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, COMMERCIAL CARPETS OF AMERICA, INC., a Virginia corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, SUSQUEHANNA BANK ("Grantee"), having a place of business at 1570 Manheim Pike, Lancaster, Pennsylvania 17604, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated February __, 2010 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the __ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: