

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: 2			
Property Type	Number	Word Mark	
Registration Number:	3687748	THE NICEST CARPET IN THE WORLD.	
Serial Number:	77844390	COLORAY	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$65.00 3687748

900159670

TRADEMARK
REEL: 004185 FRAME: 0762

Date:

04/14/2010

Total Attachments: 21

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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 STAY, 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.

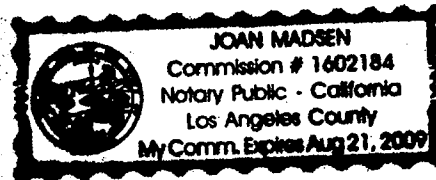
Given under my hand and Official Seal this 18 day of OCTOBER, 2006.

Joan Madsen
Notary Public

(SEAL)

My Commission Expires: August 21, 2009

Notary Public in and for
the State of CALIFORNIA



TRADEMARK
REEL: 004185 FRAME: 0775

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-Jul-2007
AQUA HOSPITALITY	Australia	1127246	20-Mar-2007
AQUA HOSPITALITY CARPETS	Canada	TMA705256	22-Jan-2008
AQUA HOSPITALITY CARPETS	China	5671883	20-Oct-2009
AQUA HOSPITALITY CARPETS	Mexico	915389	21-Dec-2005
AQUA HOSPITALITY CARPETS	Russian Federation	339736	18-Dec-2007
AQUA HOSPITALITY CARPETS	USA	3320256	23-Oct-2007
AVALAR	Canada	TMA721328	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 and Design	USA	2911344	14-Dec-2004
B Stylized	Australia	1131146	06-Aug-2007
B Stylized	Bolivia	109135	19-Jun-2007
B Stylized	Bolivia	109136	19-Jun-2007
B Stylized	Bolivia	109137	19-Jun-2007
B Stylized	Bolivia	109256	21-Jun-2007
B Stylized	Bolivia	109257	21-Jun-2007
B Stylized	Bolivia	109260	21-Jun-2007
B Stylized	Brazil		08-Dec-2009
B Stylized	Brazil		08-Dec-2009
B Stylized	Brazil		08-Dec-2009
B Stylized	China	5671887	20-Oct-2009
B Stylized	China	5671888	20-Oct-2009
B Stylized	China	5671889	20-Oct-2009
B Stylized	Colombia	333183	31-May-2007
B Stylized	Colombia	333184	31-May-2007
B Stylized	Colombia	333185	31-May-2007
B Stylized	Colombia	333186	31-May-2007
B Stylized	Colombia	333187	31-May-2007
B Stylized	Colombia	333188	31-May-2007
B Stylized	Ecuador	399-08	15-Jan-2008

Trademark	Country	Registration Number	Registration Date
B Stylized	Ecuador	1915-07	16-Jul-2007
B Stylized	Ecuador	1916-07	14-Sep-2007
B Stylized	Ecuador	1917-07	17-Sep-2007
B Stylized	Ecuador	4789-07	10-Sep-2007
B Stylized	Ecuador	478807	10-Sep-2007
B Stylized	Guatemala	151968	18-Sep-2007
B Stylized	Guatemala	152194	24-Sep-2007
B Stylized	Guatemala	152196	24-Sep-2007
B Stylized	Guatemala	152241	25-Sep-2007
B Stylized	Guatemala	152248	27-Sep-2007
B Stylized	Guatemala	153879	28-Jan-2008
B Stylized	Guatemala	154764	20-Feb-2008
B Stylized	Mexico	968359	18-Dec-2006
B Stylized	Mexico	968596	19-Dec-2006
B Stylized	Mexico	968597	19-Dec-2006
B Stylized	Mexico	969132	19-Jan-2007
B Stylized	Mexico	969367	22-Jan-2007
B Stylized	Mexico	969449	23-Jan-2007
B Stylized	Panama	168644-01	23-Dec-2008
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B Stylized	Panama	168648-01	23-Dec-2008
B Stylized	Panama	168649-01	23-Dec-2008
B Stylized	Peru	45971	23-Apr-2007
B Stylized	Peru	45972	23-Apr-2007
B Stylized	Peru	56353	19-Sep-2007
B Stylized	Peru	126562	23-Apr-2007
B Stylized	Peru	129004	16-Jul-2007
B Stylized	Peru	129562	02-Aug-2007
B Stylized	Russian Federation	340544	27-Dec-2007
B Stylized	USA	3405419	01-Apr-2008
B Stylized	USA	3506650	23-Sep-2008
B Stylized with Mortar Board	USA	3364994	08-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	New Zealand	765724	10-Apr-2007
BEAULIEU	USA	2550703	19-Mar-2002
BEAULIEU	USA	2615732	03-Sep-2002
BEAULIEU	USA	2716042	13-May-2003

Trademark	Country	Registration Number	Registration Date
BEAULIEU COMMERCIAL	USA	2348262	09-May-2000
BEAULIEU DO BRAZIL	Ecuador	702200	17-Oct-2000
BEAULIEU OF AMERICA, INC.	Ecuador	702000	17-Oct-2000
BEAU-TECH	USA	3299664	25-Sep-2007
BLISS BY BEAULIEU	USA	3747306	09-Feb-2010
BLISS BY BEAULIEU	USA	3755234	02-Mar-2010
BLISS BY BEAULIEU HEALTHY ESSENCE	USA	3640938	16-Jun-2009
BLISS BY BEAULIEU HEALTHY HOME	USA	3648591	30-Jun-2009
BLISS BY BEAULIEU REAL LIFE	USA	3648592	30-Jun-2009
BLISS BY BEAULIEU SIMPLE ACCENTS	USA	3648590	30-Jun-2009
BLISS BY BEAULIEU WORK & LEISURE	USA	3712644	17-Nov-2009
BOLYU	Argentina	1828199	07-May-2001
BOLYU	Argentina	1828200	07-May-2001
BOLYU	Argentina	1828201	07-May-2001
BOLYU	Benelux	0658930	05-Jun-2000
BOLYU	Brazil	200039547	21-Oct-2003
BOLYU	Brazil	822048205	07-Aug-2007
BOLYU	Brazil	822048248	21-Oct-2003
BOLYU	Chile	569273	01-Jun-2000
BOLYU	Chile	569274	01-Jun-2000
BOLYU	Chile	625300	21-Mar-2002
BOLYU	China	1475819	14-Nov-2000
BOLYU	China	1491974	14-Dec-2000
BOLYU	China	1504966	14-Jan-2001
BOLYU	Ecuador	222900	31-Oct-2000
BOLYU	Ecuador	754500	31-Oct-2000
BOLYU	European Community	1408095	21-Feb-2001
BOLYU	Hong Kong	200008509AA	19-Jun-2000
BOLYU	Hong Kong	200008509AA	19-Jun-2000
BOLYU	Hong Kong	200008509AA	19-Jun-2000
BOLYU	Indonesia	464648	30-Jan-2001
BOLYU	Indonesia	464649	30-Jan-2001
BOLYU	Indonesia	465051	01-Feb-2001
BOLYU	Israel	131100	06-Dec-2000
BOLYU	Israel	131101	06-Sep-2000
BOLYU	Israel	131102	06-Sep-2000
BOLYU	Mexico	638445	25-Jan-2000
BOLYU	Mexico	638446	25-Jan-2000
BOLYU	Mexico	638447	25-Jan-2000
BOLYU	New Zealand	766508	10-Apr-2007
BOLYU	Singapore	T9911328A	08-Oct-1999
BOLYU	Singapore	T9911329Z	08-Oct-1999
BOLYU	Singapore	T9911330C	08-Oct-1999
BOLYU	Taiwan	131920	31-Oct-2000

Trademark	Country	Registration Number	Registration Date
BOLYU	Taiwan	134946	16-Dec-2000
BOLYU	Taiwan	901877	16-Aug-2000
BOLYU	U. Arab Emirates	26061	15-Oct-2000
BOLYU	U. Arab Emirates	27397	07-Feb-2001
BOLYU	U. Arab Emirates	27428	10-Feb-2001
BOLYU	United Kingdom	2210566	10-Mar-2000
BOLYU	USA	2285533	12-Oct-1999
BOLYU	USA	2285534	12-Oct-1999
BOLYU	USA	2436594	20-Mar-2001
BOLYU	USA	2499551	23-Oct-2001
C (and Design) (for Cambridge)	USA	2640671	22-Oct-2002
CALADIUM	USA	1609880	14-Aug-1990
CAMBRIDGE	Australia	1127206	20-Mar-2007
CAMBRIDGE	Colombia	337492	23-Aug-2007
CAMBRIDGE	Ecuador	5497-07	03-Jul-2007
CAMBRIDGE	New Zealand	795802	11-Sep-2008
CAMBRIDGE	USA	1371477	19-Nov-1985
CAMBRIDGE CARPETS	Ecuador	701900	17-Oct-2000
CAREFREE LIVING	Australia	1127841	20-Mar-2007
CITATION MILLS	USA	3502721	16-Sep-2008
CLASSIC LUXURY	USA	2890301	28-Sep-2004
COMFORTESSE	Mexico	883385	13-Apr-2005
COMFORTESSE	Mexico	883386	13-Apr-2005
COMFORTESSE	Mexico	919512	13-Apr-2005
COMFORTESSE	USA	2815511	17-Feb-2004
COMPASS BY BEAULIEU OF AMERICA	USA	3331635	06-Nov-2007
CONSORT	Ecuador	702400	17-Oct-2000
CONSORT Stylized	USA	2554100	26-Mar-2002
CORONET	Australia	1127261	20-Mar-2007
CORONET	Brunei Darussalam	7620	29-Mar-1983
CORONET	China	5671882	20-Oct-2009
CORONET	Malaysia	M71297	01-Apr-1983
CORONET	Singapore	T7667381	31-Mar-1983
CORONET	USA	2512286	27-Nov-2001
CORONET (and Crown Design)	USA	2512297	27-Nov-2001
CORONET CARPETS	Ecuador	701800	17-Oct-2000
Crown Design in Squares	Brunei Darussalam	7472	03-May-1983
Crown Design in Squares	Malaysia	M71615	10-May-1983
DURA-KID	Canada	TMA532296	07-Sep-2000
EARTHGUARD	USA	1989160	23-Jul-1996
ECO-EARTH TREE MAT	USA	3702047	27-Oct-2009
EVERCLEAN	Canada	753098	16-Nov-2009
EVERCLEAN BY CORONET	Mexico	945110	30-Jun-2006
EVERCLEAN BY CORONET	USA	3314399	16-Oct-2007

Trademark	Country	Registration Number	Registration Date
FIBERESSENCE	Canada	683753	15-Mar-2007
FIBERESSENCE	USA	3398565	18-Mar-2008
GREEN SMART	USA	3737524	12-Jan-2010
HOLLYTEX	Australia	1132534	16-Apr-2007
HOLLYTEX	Australia	1164574	15-Oct-2007
HOLLYTEX	Bolivia	109138C	19-Jun-2007
HOLLYTEX	Canada	671086	24-Aug-2006
HOLLYTEX	Chile	781826	09-Mar-2007
HOLLYTEX	China	5633935	28-Oct-2009
HOLLYTEX	Colombia	338660	04-Sep-2007
HOLLYTEX	European Community	005337332	30-Aug-2007
HOLLYTEX	Mexico	973915	23-Feb-2007
HOLLYTEX	Russian Federation	341076	14-Jan-2008
HOLLYTEX	Trinidad and Tobago	37784	21-May-2007
HOLLYTEX	Turkey	2006/50198	17-Oct-2006
HOLLYTEX	USA	2810718	03-Feb-2004
HOLLYTEX	USA	3298093	25-Sep-2007
HOLLYTEX FASHION ESSENTIALS	Australia	1127849	20-Mar-2007
HOLLYTEX FASHION ESSENTIALS	USA	3410548	08-Apr-2008
HOLLYTEX ULTIMATE PERFORMANCE	Australia	1189137	12-Mar-2008
HOLLYTEX ULTIMATE PERFORMANCE	Canada	620118	20-Sep-2004
HOLLYTEX ULTIMATE PERFORMANCE	USA	2832859	13-Apr-2004
ILOC	Australia	1127251	20-Mar-2007
ILOC	USA	2830552	06-Apr-2004
LUXURYBAC	Australia	1131987	02-Jun-2008
LUXURYBAC	Canada	627798	07-Dec-2004
LUXURYBAC	USA	2926366	15-Feb-2005
LUXURYBAC (and Design)	USA	3019916	29-Nov-2005
MAGIC FRESH	USA	2803466	06-Jan-2004
MAGIC FRESH (and Design)	Canada	751032	23-Oct-2009
MAGIC FRESH (and Design)	USA	2922687	01-Feb-2005
MASTERLINE	Canada	753125	16-Nov-2009
MASTERLINE	European Community	005122387	24-May-2007
MASTERLINE	Hong Kong	300643491	16-Nov-2006
MASTERLINE	Israel	190436	14-Oct-2007
MASTERLINE	Mexico	940250	26-May-2006
MASTERLINE	U. Arab Emirates	84168	11-Sep-2007
MASTERLINE	USA	3304218	02-Oct-2007
NATURE'S HOME FROM DESIGN ALLIANCE	USA	2453179	22-May-2001
NEXTERRA	Australia	1127248	20-Mar-2007
NEXTERRA	New Zealand	795797	12-Mar-2009
NEXTERRA	USA	3184507	12-Dec-2006
NEXTERRA (and Design)	Canada	TMA704625	15-Jan-2008
NEXTERRA (and Design)	Mexico	925682	27-Mar-2006

Trademark	Country	Registration Number	Registration Date
NEXTERRA (and Design)	USA	3184561	12-Dec-2006
OMNI LOC	USA	3740645	19-Jan-2010
OPTIFECTS	Australia	1145065	07-May-2007
OPTIFECTS	Canada	753124	16-Nov-2009
OPTIFECTS	European Community	005492863	15-Nov-2007
PERMASHIELD	USA	2872217	10-Aug-2004
PERMASHIELD	USA	3740068	19-Jan-2010
PERMASOFT	USA	2778501	28-Oct-2003
PERMASOFT PLUS	USA	2792454	09-Dec-2003
PERMATWIST	USA	3308810	09-Oct-2007
PREVENTX	Australia	1284541	11-Feb-2009
PREVENTX	Mexico	1127514	27-Oct-2009
PREVENTX	New Zealand	802347	13-Aug-2009
PURALEX	Australia	1127249	20-Mar-2007
PURALEX	USA	3121855	25-Jul-2006
PURALEX (Stylized)	Canada	TMA704626	15-Jan-2008
PURALEX (Stylized)	Mexico	713791	12-Jan-2009
PURALEX (Stylized)	Mexico	932782	28-Apr-2006
PURALEX (Stylized)	USA	3124756	01-Aug-2006
PURE CONTRACT	Australia	1263072	18-Sep-2008
PURE CONTRACT	Canada	756004	23-Dec-2009
PURE CONTRACT	Korea, Republic of	400803477	14-Oct-2009
PURE CONTRACT	Singapore	T0813144C	11-Aug-2009
PURESQUE	USA	3304363	02-Oct-2007
PURESQUE	USA	3304606	02-Oct-2007
ROYALIST	Canada	TMA529648	21-Jun-2000
SILHOUETTES FROM DESIGN ALLIANCE	USA	2492255	25-Sep-2001
SILVER RELEASE	USA	3632424	02-Jun-2009
SILVER RELEASE	USA	3731990	29-Dec-2009
SILVER RELEASE	USA	3731993	29-Dec-2009
SOFT CLASSICS	USA	3453265	24-Jun-2008
SOFT CLASSICS BY CORONET	Australia	1127831	15-Jan-2007
STYLED FOR LIVING	USA	2452123	15-May-2001
STYLES FOR LIVING	Ecuador	702300	17-Oct-2000
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	02-Jun-2009
THE NICEST CARPET IN THE WORLD Stylized	USA	3678059	01-Sep-2009
THE NICEST CARPET IN THE WORLD Stylized	USA	3687748	22-Sep-2009
TRUE COMFORT	USA	3402518	25-Mar-2008
ULTIMATE LIVING	Australia	1131140	02-Apr-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	New Zealand	813942	09-Oct-2009
AVALAR	China	7132600	25-Dec-2008
B Stylized	Brazil	828805601	23-Oct-2006
B Stylized	Brazil	828805610	23-Oct-2006
B Stylized	Brazil	828805628	23-Oct-2006
B Stylized	China	5671885	20-Oct-2006
B Stylized	India	1658131	26-Feb-2008
B Stylized	India	1658132	26-Feb-2008
B Stylized	India	1658133	26-Feb-2008
B Stylized	India	1658134	26-Feb-2008
B Stylized	India	1658135	26-Feb-2008
B Stylized	India	1658136	26-Feb-2008
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	Puerto Rico		
B Stylized	USA	78946036	07-Aug-2006
BEAULIEU	USA	78946029	07-Aug-2006
BEAULIEU COMMERCIAL	China	7132601	25-Dec-2008
BEAULIEU COMMERCIAL	China	7132602	25-Dec-2008
BEAULIEU COMMERCIAL	China	7132603	25-Dec-2008
BEAULIEU COMMERCIAL	New Zealand	795796	11-Sep-2008
BLISS	China		10-Sep-2009
BLISS	China		10-Sep-2009
BLISS	China		10-Sep-2009
BLISS	China		10-Sep-2009
BLISS BY BEAULIEU	China		11-Sep-2009
BLISS BY BEAULIEU	China		11-Sep-2009
BLISS BY BEAULIEU	China		11-Sep-2009
BLISS BY BEAULIEU	China		11-Sep-2009
BLISS BY BEAULIEU	USA	77343906	04-Dec-2007
BLISS BY BEAULIEU	USA	77344612	05-Dec-2007
BLISS BY BEAULIEU	USA	77345389	06-Dec-2007
BLISS BY BEAULIEU DARING	USA	77891292	11-Dec-2009
BLISS BY BEAULIEU FLIRTATION	USA	77891293	11-Dec-2009

Trademark	Country	Application Number	Filing Date
BLISS BY BEAULIEU FOR KIDS	USA	77871972	13-Nov-2009
BLISS BY BEAULIEU PLAYTIME	USA	77871955	13-Nov-2009
BLISS BY BEAULIEU SOFTSENSE	USA	77871979	13-Nov-2009
BLISS BY BEAULIEU SOFTSENSE	USA	77871985	13-Nov-2009
BLISS BY BEAULIEU SOFTSENSE	USA	77871987	13-Nov-2009
BOLYU	New Zealand	795801	11-Sep-2008
COLORAY	USA	77844390	08-Oct-2009
CORONET	Russian Federation	2009709515	30-Apr-2009
CORONET SOFT CLASSICS	USA	77313536	25-Oct-2007
ENDURAFRESH	USA		
FAMILY HEALTH FLOORING SOLUTIONS	USA	77348656	11-Dec-2007
FAMILY TIME FLOORING SOLUTIONS	USA	77354956	18-Dec-2007
GREEN HOME ESSENTIALS	USA	77445208	10-Apr-2008
HEALTHY HOME FLOORING SOLUTIONS	USA	77336385	26-Nov-2007
HOLLYTEX	China	5735502	20-Nov-2006
MAGIC FRESH	China	7917367	16-Dec-2009
NATURAL COMFORT FLOORING SOLUTIONS	USA	77336394	26-Nov-2007
OPTIFECTS	USA	78900407	05-Jun-2006
PREVENTX	Canada	1428167	18-Feb-2009
PURALEX	China	7132599	25-Dec-2008
PURE CONTRACT	India		27-Jan-2010
PURE CONTRACT	New Zealand	795799	11-Sep-2008
PURE CONTRACT	USA	77368226	10-Jan-2008
PUREPLUS	USA		
SHER-FRESH	USA	77690319	13-Mar-2009
SIMPLE COMFORTS FLOORING SOLUTIONS	USA	77368215	10-Jan-2008
SIMPLE PLEASURES FLOORING SOLUTIONS	USA	77368221	10-Jan-2008
THE NICEST CARPET IN THE WORLD Stylized	Australia	1288263	06-Mar-2009
THE NICEST CARPET IN THE WORLD Stylized	Australia	1344406	09-Feb-2010

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.