

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amendment to Mannington Mills, Inc. Second Amended and Restated Trademark Security Agreement (2005 Transaction)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		05/20/2010	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as agent
<b>Street Address:</b>	335 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Banking Institution: UNITED STATES

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	3740857	CACHE
Registration Number:	3745255	CETERA
Registration Number:	3781993	COLORSCAPE
Registration Number:	3781994	COLORSPEC
Registration Number:	3734938	EDGE EFFECTS
Registration Number:	3745254	ICONIC
Registration Number:	2642843	ICORE
Registration Number:	3707758	INTEGRA HP
Registration Number:	3683429	MANNINGTON CERAMIC
Registration Number:	3772648	MARQUEE
Registration Number:	3643960	OPTICEDGE
Registration Number:	3752979	OPTIMUM EDGE
Registration Number:	3753634	SCRATCH RESIST

CH \$990.00 3740857

Registration Number:	3642935	SOBELLA
Registration Number:	3743108	SOPHISTICATE
Serial Number:	77501825	ASSURANCE SQUARED
Serial Number:	77566606	CONFIGURE
Serial Number:	77731330	CONNECTSTEP
Serial Number:	77568844	CONTOUR
Serial Number:	77592171	DESIGNER ESSENTIALS
Serial Number:	77571710	DIAMOND BAY
Serial Number:	77728084	EDGEGUARD
Serial Number:	77718269	EFFECTUAL
Serial Number:	77943947	ENFORCER SPORTS TILE
Serial Number:	77566702	ETCHED
Serial Number:	77568750	FLAIR
Serial Number:	77568530	ILLUSION
Serial Number:	77953985	LOCKSOLID TECHNOLOGY
Serial Number:	77865536	MANNINGTON COMMERCIAL
Serial Number:	77542167	MANNINGTON EDGE WALLBASE
Serial Number:	77941137	MANNINGTON WORKS
Serial Number:	77843150	MARBHD
Serial Number:	77869278	MCARE
Serial Number:	77545582	PREMIUM EDGE
Serial Number:	85032625	PROGRESSIONS
Serial Number:	77568795	REGAL
Serial Number:	77865559	RESET
Serial Number:	77865554	REWIND
Serial Number:	77568761	SIMPLICITY

**CORRESPONDENCE DATA**

Fax Number: (212)836-6337  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 836-7319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 16-06  
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:

03191-0069

**TRADEMARK**

**REEL: 004214 FRAME: 0865**

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	05/28/2010
<b>Total Attachments: 8</b> source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page1.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page2.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page3.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page4.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page5.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page6.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page7.tif source=Second Amendment to MMI Second Amended and Restated Trademark Security Agreement (2005 Transaction) #page8.tif	

SECOND AMENDMENT  
TO  
MANNINGTON MILLS, INC.  
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
(2005 Transaction)

This Second Amendment to Second Amended and Restated Trademark Security Agreement (2005 Transaction) (this "Amendment"), is made and entered into as of May 20, 2010 between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A., as agent (in such capacity, together with any successor in such capacity, "Agent") for the Lenders (as defined in the Fifth Amended and Restated Loan Agreement (as defined below)), with an office at 335 Madison Avenue, New York, New York, 10017.

WHEREAS, Borrower and Agent are parties to a certain Second Amended and Restated Trademark Security Agreement (2005 Transaction), dated as of December 16, 2005 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement;

WHEREAS, the parties hereto intend to amend the Trademark Security Agreement to evidence Borrower's grant to Agent, for the benefit of the Agent and the Lenders, of a security interest in additional trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, rights under or interests in any trademark or service mark license agreements with any other party, any other trademark rights and other items related to the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Security Interests in Trademarks; Amendment to Trademark Security Agreement.

a. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent, for the benefit of the 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 Borrower's Trademarks and Licenses listed on Schedule A hereto and all Other Trademark Rights in connection therewith (collectively, the "Additional Property"). Such Trademarks, Licenses and Other Trademark Rights shall be subject to the terms and conditions of the Trademark Security Agreement.

b. In connection with such grant, Schedule A of the Trademark Security Agreement is hereby amended to add and incorporate the Trademarks and Licenses listed on Schedule A attached to this Amendment.

2. Representations, Warranties and Covenants. Borrower hereby:

a. represents and warrants to Agent and the Lenders that the representations and warranties made (or deemed made) by it as Borrower under the Trademark Security Agreement are true and correct on and as of the date hereof (both before and after giving effect to this Amendment);

b. agrees to comply with all of the terms, conditions, covenants, agreements and obligations set forth in the Trademark Security Agreement with respect to the Additional Property; and

c. agrees and confirms that (i) the Additional Property is currently, and has been at all times since Borrower obtained rights therein, covered by the Trademark Security Agreement in accordance with the provisions of Section 6 thereof, and this Amendment shall serve to evidence the same, and (ii) all applicable provisions of the Trademark Security Agreement shall be applicable to the Additional Property and Agent shall be entitled to all rights and benefits in connection therewith under the terms of the Trademark Security Agreement.

3. Further Assurances. Borrower agrees from time to time, upon the reasonable request of Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Amendment.

4. Continued Effectiveness; Affirmation.

a. The parties hereto agree that (i) all references in the Trademark Security Agreement to the Third Amended and Restated Loan Agreement shall include the Fifth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Fifth Amended and Restated Loan Agreement") and (ii) all references in the Trademark Security Agreement to the Second Amended and Restated Trademark Security Agreement and all references in the Loan Documents to the "MMI Trademark Agreement" shall be deemed references to the Trademark Security Agreement, as amended by this Amendment.

b. Except for the amendments set forth herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Trademark Security Agreement and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Trademark Security Agreement as amended herein, are hereby ratified and confirmed in all respects and shall remain in full force and effect from and after the date of this Amendment.

c. Borrower hereby ratifies and confirms its grant of security interests and liens in the Trademarks, Licenses and Other Trademark Rights and confirms and agrees that such Trademarks, Licenses and Other Trademark Rights shall continue to secure any and all Obligations.

5. Miscellaneous

a. Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

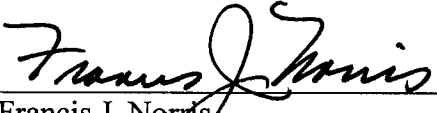
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format) shall be as effective as delivery of a manually executed counterpart hereof.

c. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

**[SIGNATURES TO FOLLOW]**

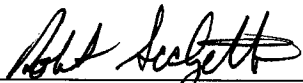
IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MANNINGTON MILLS, INC.

By:   
Francis J. Norris  
Senior Vice President - Treasury,  
Risk & Administration

Accepted and agreed to  
as the date first written above

BANK OF AMERICA, N.A.,  
as Agent

By:   
Name: Robert Scalzitti  
Title: Senior Vice President

Schedule A  
to  
Trademark Security Agreement

U.S. Trademarks:

**ASSURANCE SQUARED**, App. 77501825

**CACHE**, Reg. 3740857

**CETERA**, Reg. 3745255

**COLORSCAPE**, Reg. 3781993

**COLORSPEC**, Reg. 3781994

**CONFIGURE**, App. 77566606

**CONNECTSTEP**, App. 77731330

**CONTOUR**, App. 77568844

**DESIGNER ESSENTIALS**, App. 77592171

**DIAMOND BAY**, App. 77571710

**EDGE EFFECTS**, Reg. 3734938

**EDGEGUARD**, App. 77728084

**EFFECTUAL**, App. 77718269

**ENFORCER SPORTS TILE**, App. 77943947

**ETCHED**, App. 77566702

**FLAIR**, App. 77568750

**ICONIC**, Reg. 3745254

**ICORE (STYLIZED)**, Reg. 2642843

**ILLUSION**, App. 77568530

**INTEGRA HP**, Reg. 3707758

**LOCKSOLID TECHNOLOGY**, App. 77953985



**MANNINGTON CERAMIC**, Reg. 3683429  
**MANNINGTON COMMERCIAL**, App. 77865536  
**MANNINGTON EDGE WALLBASE**, App. 77542167  
**MANNINGTON WORKS**, App. 77941137  
**MARBHD**, App. 77843150  
**MARQUEE**, Reg. 3772648  
**MCARE**, App. 77869278  
**OPTICEDGE**, Reg. 3643960  
**OPTIMUM EDGE**, Reg. 3752979  
**PREMIUM EDGE**, App. 77545582  
**PROGRESSIONS**, App. 85032625  
**REGAL**, App. 77568795  
**RESET**, App. 77865559  
**REWIND**, App. 77865554  
**SCRATCH RESIST**, Reg. 3753634  
**SIMPLICITY**, App. 77568761  
**SOBELLA**, Reg. 3642935  
**SOPHISTICATE**, Reg. 3743108

Foreign Trademarks:

**Argentina:**

**MANNINGTON**, Reg. 2263128

**Australia:**

**M MANNINGTON (DESIGN)**, Reg. 11606041

**Canada:**

**BENCHMARK**, Reg. 597561

**LUMINESSE**, Reg. 598033

**NATURE'S CHOICE**, Reg. 597704

**PRO BAC**, Reg. 336487

**QUICKSILVER**, Reg. 460982

**THE LOOK THAT LASTS**, Reg. 447176

**TRADITIONAL MANOR**, Reg. 556827

**VEGA III**, Reg. 581643

**Chile:**

**MANNINGTON**, Reg. 652510

**Hong Kong:**

**M MANNINGTON (& DESIGN)**, Reg. 200010058

**India:**

**M MANNINGTON DESIGN**, [no number], filed March 26, 2010

**Singapore:**

**M MANNINGTON (& DESIGN)**, Reg. T99/05059Z

License Agreements Involving Trademarks:

**Borrower as Licensee**

3/31/06 – License from DuPont for resilient products using DuPont trademark

**Borrower as Licensor**

2/12/09 – Trademark License to Elegant Living for wood products sold under the Mannington name in China, Hong Kong and Taiwan