Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Congoleum Corporation
3500 Quakerbridge Road
Mercerville, New Jersey 08619

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: ____

Citizenship (see guidelines) Delaware

Execution Date(s) July 1, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal Address: ____

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA Zip: 10017

☒ Association Citizenship USA
☐ General Partnership Citizenship ____
☐ Limited Partnership Citizenship ____
☐ Corporation Citizenship
☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other ____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cts-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 110

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 2,765 –

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number ____
Authorized User Name: ____

9. Signature: Mercedes Farinas
Signature

7/12/10
Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 22

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $215.00 77789895

700441530

EXHIBIT A

TRADEMARKS AND APPLICATIONS

See attached Exhibit A

TRADEMARK
REEL: 004244 FRAME: 0853

Attachment #1

CONGOLEUM CORPORATION
United States Trademarks

Trademark	Trademark Status	App. Number	Reg. Number	Class	App. Date	Reg. Date
ADVANTAGE	Registered	74/358,032	1795115	27 Int.	11-Feb-1993	28-Sep-1993
AIRSTEP	Registered	77/237,283	3493630	28 Int.	24-Jul-2007	26-Aug-2008
AIRSTEP EVOLUTION	Allowed	77/789,895		27 Int.	27-Jul-2009	
AIRSTEP PLUS	Registered	77/576,654	3684277	27 Int.	23-Sep-2008	15-Sep-2009
ALTERNATIVES	Registered	74/441,048	1876014	27 Int.	27-Sep-1993	24-Jan-1995
ALUMATEC	Registered	78/250,079	2934103	27 Int.	15-May-2003	15-Mar-2005
ARMORBRIGHT	Registered	75/479,616	2416204	27 Int.	05-May-1998	26-Dec-2000
ARMORGUARD	Registered	76/276,819	2732981	27 Int.	26-Jun-2001	01-Jul-2003
ASSETS	Registered		2324004			29-Feb-2000
AUTHENTICS	Registered	76/328,211	2678985	27 Int.	19-Oct-2001	21-Jan-2003
BAC STOP	Registered	74/078,649	1654969	27 Int.	16-Jul-1990	27-Aug-1991
BASIS	Registered	76/396,006	2856416	27 Int.	16-Apr-2002	22-Jun-2004
BRAVADA	Registered	77/200,419	3446264	27 Int.	07-Jun-2007	10-Jun-2008
BRENTWOOD	Registered		884929			27-Jan-1970
BRIGHT 'N EASY	Registered	296474	1258118	03 Int.	22-Nov-1983	22-Nov-1983
BRIGHT 'N EASY	Registered	242226	1206683	03 Int.	10-Dec-1979	31-Aug-1982
BRIGHTLIFE	Registered	74/401,507	1820013	27 Int.	14-Jun-1993	08-Feb-1994
C LOGO	Registered	75/741,693	2341392	27 Int.	25-Jun-1999	11-Apr-2000
CARIBBEAN	Registered		859613			05-Nov-1968
CAREFREE	Registered	74/491,851	1918105	27 Int.	18-Feb-1994	12-Sep-1995
CELESTIAL	Registered	74/171,406	1740616	27 Int.	30-May-1991	15-Dec-1992
CHOICES	Registered	74/441,044	1883030	27 Int.	27-Sep-1993	07-Mar-1995
CHROMABOND	Registered	73/124,29	1077974	27 Int.	26-Apr-1977	22-Nov-1977
CLOUD NINE	Registered	77/389,362	3541596	27 Int.	05-Feb-2008	02-Dec-2008
COLONNADE	Registered		825633			14-Mar-1967
CONCEPT	Registered	76/137,089	2478176	27 Int.	27-Sep-2000	14-Aug-2001
CONGOLEUM	Registered	73/377,081	1452296	27 Int.	28-Jul-1982	11-Aug-1987
CONGOLEUM	Registered	73/127,182	1082556	19 Int.	16-May-1977	17-Jan-1978
CONGOLEUM	Registered	73/129,954	1098811	20 Int.	10-Jun-1977	08-Aug-1978
CONGOLEUM	Registered	73/126,093	1080475	27 Int.	03-May-	27-Dec-

TRADEMARK
REEL: 004244 FRAME: 0854

					1977	1977
CONGOLEUM	Registered	71/046,706	78472	27 Int.	24-Dec-1909	14-Jun-1910
CONGOLEUM	Registered	73/138,768	1087546	01 Int.	24-Aug-1977	21-Mar-1978
CONGOLEUM	Registered	73/138,771	1087572	03 Int.	24-Aug-1977	21-Mar-1978
CONGOLEUM	Registered	73/138,772	1087573	03 Int.	24-Aug-1977	21-Mar-1978
CONGOLEUM	Registered	73/138,767	1088038	08 Int.	24-Aug-1977	28-Mar-1978
CONGOLEUM (SPECIAL FORM)	Registered	75/742,890	2351838	27 Int.	25-Jun-1999	23-May-2000
CONGOLEUM CONNECTIONS	Allowed	77/890,371		19 Int.	10-Dec-2009	
CONGOLEUM UNDERFLOR	Registered	77/122,247	3603090	27 Int.	05-Mar-2007	07-Apr-2009
CONGOLEUM VINYL TILE AND SHEET TILE SALES TRAINING	Registered		TX 4-117-466			18-Aug-1995
CONNECTIONS	Allowed	77/689,393		19 Int.	12-Mar-2009	
DESIGN STUDIO	Registered	73/817,238	1652426	32 Int.	07-Aug-1989	30-Jul-1991
DESIGNER CAREFREE	Registered	74/358,031	1797947	27 Int.	11-Feb-1993	12-Oct-1993
DIAMONDFLOR	Registered	74/172,230	1755490	27 Int.	31-May-1991	02-Mar-1993
DISCOVER	Registered	78/358,568	2979781	27 Int.	28-Jan-2004	26-Jul-2005
DS100 DURASET	Registered	78/229,161	2998926	01 Int.	24-Mar-2003	20-Sep-2005
DUO	Registered	77/087,603	3311256	27 Int.	22-Jan-2007	16-Oct-2007
DURACERAMIC	Registered	78/184,519	2846720	27 Int.	13-Nov-2002	25-May-2004
DURACERAMIC	Registered	78/229,169	2796298	19 Int.	24-Mar-2003	16-Dec-2003
DURACERAMIC OPTIONS	Registered	78/736,400	3283768	27 Int.	19-Oct-2005	21-Aug-2007
DURACERAMIC PLUS	Registered	77/576,487	3684275	27 Int.	23-Sep-2008	15-Sep-2009
DURAGUARD	Registered	11198	1621357	27 Int.	15-Dec-1989	06-Nov-1990
DURAPLANK	Registered	77/130,807	3565225	27 Int.	14-Mar-2007	20-Jan-2009
DURASTONE	Registered	76/206,768	2636886	27 Int.	06-Feb-2001	15-Oct-2002
ENDURANNCE	Registered	74/207,108	1757677	27 Int.	26-Sep-1991	09-Mar-1993
ESTEEM	Registered	159960	754500	27 Int.	31-Dec-1962	13-Aug-1963
EVOLUTION	Registered	74/220,994	1777273	27 Int.	13-Nov-1991	15-Jun-1993
FAST TRACK	Registered	77/576,683	3684278	27 Int.	23-Sep-2008	15-Sep-2009
FIVE-STAR	Registered	74/645,242	2091734	36 Int.	13-Mar-1995	26-Aug-1997
FLOORS FOR THE WAY YOU LIVE	Registered	74/473,491	1926538	27 Int.	21-Dec-1993	10-Oct-1995
FLOR-EVER	Registered	521568	439234	27 Int.	30-Apr-1947	08-Jun-1948

TRADEMARK
REEL: 004244 FRAME: 0855

FORUM	Registered	654002	1497846	27 Int.	01-May-1987	26-Jul-1988
FOUNDATIONS	Registered	74/434,390	2004625	27 Int.	09-Sep-1993	01-Oct-1996
GALA	Registered		701697			26-July-1960
GRANDVIEW	Registered	72/408,741	936992	20 Int.	26-Nov-1971	04-Jul-1972
HEIGHTS SQUARE	Registered		1583765			20-Feb-1990
HIGH PERFORMANCE FLOORING	Registered	76/276,680	2682014	27 Int.	26-Jun-2001	28-Jan-2003
HIGHLIGHT	Registered	237540	819426	27 Int.	28-Jan-1966	29-Nov-1966
HPF	Registered	76/276,818	2647093	27 Int.	26-Jun-2001	05-Nov-2002
INTRIGUE	Registered	74/473,701	1892213	27 Int.	21-Dec-1993	02-May-1995
KITCHENVISION	Registered	78/768,495	3314098	42 Int.	07-Dec-2005	16-Oct-2007
K-TECH FOR KITCHENS	Registered	78/727,977	3295178	27 Int.	06-Oct-2005	18-Sep-2007
LEGACY	Registered	73/014,218	996857	27 Int.	25-Feb-1974	29-Oct-1974
MAJESTIC	Registered	73/443,681	1347882	19 Int.	14-Sep-1983	09-Jul-1985
MEDALIST	Registered		887790			17-Mar-1970
MICRO-GROUND	Registered	11199	1621358	27 Int.	15-Dec-1989	06-Nov-1990
MONOGRAM	Registered	72/374,025	933836	20 Int.	05-Oct-1970	16-May-1972
OVATIONS	Allowed	77/866,964		27 Int.	06-Nov-2009	
PALISADE	Registered	44204	1033119	27 Int.	14-Feb-1975	10-Feb-1976
PARTHENON	Registered		841549			02-Jan-1968
PRELUDE	Registered	76/137,088	2478175	27 Int.	27-Sep-2000	14-Aug-2001
PRESTIGE	Registered	73/147,617	1091482	27 Int.	07-Nov-1977	16-May-1978
PRESTIGE	Registered	72/193,632	798759	27 Int.	18-May-1964	16-Nov-1965
PROFILE	Registered	247780	841955	27 Int.	10-Jun-1966	09-Jan-1968
RELFECTION	Registered	72/251,387	845313	27 Int.	01-Aug-1966	05-Mar-1968
ROOM VISION	Registered	76/250,766	2652608	42 Int.	03-May-2001	19-Nov-2002
SALES TRAINING MANUAL	Registered		TXU-638-126			01-Jul-1994
SCUFF-TUFF	Registered	786062	1561125	27 Int.	13-Mar-1989	17-Oct-1989
SELECTIONS	Registered	75/019,087	2082292	27 Int.	14-Nov-1995	22-Jul-1997
SENSATION	Registered	74/315,643	1805395	27 Int.	21-Sep-1992	16-Nov-1993
SHOWCASE	Registered	126344	1100210	20 Int.	25-May-1977	22-Aug-1978
SMARTLINK	Published	77/924,980		27 Int.	01-Feb-2010	
SPACESAVER	Registered	73/126,092	1099564	20 Int.	03-May-1977	15-Aug-1978
SPECIAL EFFECTS	Registered	74/441,043	2114380	27 Int.	27-Sep-1993	18-Nov-

						1997
SPECIFICATIONS	Registered	75/683,877	2456079	27 Int.	16-Apr-1999	29-May-2001
STAIN DEFENSE SYSTEM	Registered	77/827,448	3788932	27 Int.	16-Sep-2009	11-May-2010
SUNBEAM	Registered	455118	1346184	19 Int.	01-Dec-1983	02-Jul-1985
TOWN & COUNTRY	Registered	46648	1046454	27 Int.	14-Mar-1975	17-Aug-1976
TRIUMPH	Registered		2691619			25-Feb-2003
ULTIMA	Registered		1273671			10-Apr-1984
ULTIMA	Registered	76/000,226	2777119	19 Int.	14-Mar-2000	28-Oct-2003
ULTRAGARD	Registered	74/644,020	1956210	27 Int.	09-Mar-1995	13-Feb-1996
ULTRATEC	Pending	77/616,663		27 Int.	18-Nov-2008	
VALLFLOR	Registered		1126005			16-Oct-1979
VENTURA	Registered		859614			05-Nov-1968
VILLAGE SQUARE	Registered		836790			04-April-1967
WEARTEC	Registered	77/126,471	3387877	27 Int.	09-Mar-2007	26-Feb-2008
WHITE SHIELD	Registered	145056	746718	27 Int.	21-May-1962	12-Mar-1963
WINNERS CIRCLE	Registered	76/133,133	2519734	27 Int.	21-Sep-2000	18-Dec-2001
XCLUSIVE	Registered	78/399,359	3156093	27 Int.	09-Apr-2004	17-Oct-2006
ZIP-STIK	Registered	335312	892355	27 Int.	14-Aug-1969	09-Jun-1970

TRADEMARK
REEL: 004244 FRAME: 0857

CONGOLEUM CORPORATION
Foreign Trademarks

Trademark	Country	Status	App. Number	Reg. Number	Class (es)	App. Date	Reg. Date
CONGOLEUM	Australia	Registered	14741	A14,741	27 Int.	07-Apr-1913	07-Apr-1976
FLOR-EVER	Australia	Registered	300941	A300,941	27 Int.	04-Oct-1976	04-Oct-1983
CONGOLEUM	Austria	Registered	AM 1309/75	80805	27 Int.	05-Jun-1975	15-Sep-1975
CONGOLEUM	Benelux	Registered	N/A	62726	19 Int.	24-Sep-1983	24-Sep-1983
FLOR-EVER	Benelux	Registered	N/A	341962	27 Int.	17-Nov-1986	17-Nov-1986
CONGOLEUM	Bermuda	Registered		6824	36 Int.	28-Oct-1977	28-Oct-1977
CONGOLEUM	Bolivia	Registered		58034	20 Int.		10-May-1921
CONGOLEUM (SPECIAL WRITING)	Brazil	Registered		2295091	27 Int.		23-Jun-1979
ACCU-FIT	Canada	Registered	517280	297911	N/A	20-Feb-1984	07-Dec-1984
ACCUTAPE	Canada	Registered	884883	519560	N/A	17-Jul-1998	18-Nov-1999
AIRSTEP	Canada	Registered	1351547	739984	N/A	13-Jun-2007	13-May-2009
AIRSTEP EVOLUTION	Canada	Allowed	1444522		N/A	13-Jul-2009	
AIRSTEP PLUS	Canada	Allowed	1410740		N/A	15-Sep-2008	
ALUMATEC	Canada	Registered	1179959	TMA615,273	N/A	02-Jun-2003	20-Jul-2004
ASSETS	Canada	Registered	1002296	527473	N/A	18-Jan-1999	09-May-2000
BAC STOP	Canada	Registered	667365	401941	N/A	27-Sep-1990	28-Aug-1992
BASIS	Canada	Registered	1379804	754582	N/A	18-Jan-2008	04-Dec-2009
BRAVADA	Canada	Allowed	1349682		N/A	31-May-2007	
BRIGHT 'N EASY & DESIGN	Canada	Registered	474844	287024	N/A	01-Sep-1981	20-Jan-1984
CASA GRANDE	Canada	Registered	305771	156034	N/A	19-Jun-1967	15-Mar-1968
CHROMABOND	Canada	Registered	490009	284237	N/A	23-Jul-1982	21-Oct-1983
CLOUD NINE	Canada	Allowed	1379790		N/A	18-Jan-2008	

TRADEMARK
REEL: 004244 FRAME: 0858

CONGOLEUM	Canada	Registered	474842	286252	N/A	01-Sep-1981	30-Dec-1983
CONGOLEUM (STYLIZED)	Canada	Registered	826057	482676	N/A	16-Oct-1996	19-Sep-1997
CONGOLEUM CONNECTIONS	Canada	Pending	1462873		N/A	15-Dec-2009	
CONGOLEUM UNDERFLOR	Canada	Registered	1337303	710469	N/A	28-Feb-2007	31-Mar-2008
CONNECTIONS	Canada	Pending	1462875		N/A	15-Dec-2009	
DESIGNER INLAID	Canada	Registered	840112	499798	N/A	21-Mar-1997	31-Aug-1998
DIAMONDFLOR	Canada	Registered	687847	403620	N/A	15-Aug-1991	09-Oct-1992
DISCOVER	Canada	Registered	667369	389987	N/A	27-Sep-1990	08-Nov-1991
DURACERAMIC	Canada	Registered	1172421	TMA615,589	N/A	26-Mar-2003	23-Jul-2004
DURACERAMIC	Canada	Registered	1279903	683279	N/A	17-Nov-2005	08-Mar-2007
DURACERAMIC OPTIONS	Canada	Registered	1280077	TMA703,969	N/A	18-Nov-2005	04-Jan-2008
DURACERAMIC PLUS	Canada	Allowed	1410738		N/A	15-Sep-2008	
DURAPLANK	Canada	Registered	1337290	713994	N/A	28-Feb-2007	09-May-2008
DURASET DS-100	Canada	Registered	1172422	661367	N/A	26-Mar-2003	24-Mar-2006
DURASTONE	Canada	Registered	1107203	597317	N/A	20-Jun-2001	11-Dec-2003
EASY STONE	Canada	Allowed	1388733		N/A	26-Mar-2008	
EASYTAPE	Canada	Published	884882		N/A	17-Jul-1998	
ENDURANCE	Canada	Registered	689835	418160	N/A	18-Sep-1991	15-Oct-1993
EVERMORE	Canada	Registered	896987	525324	N/A	18-Nov-1998	20-Mar-2000
FAST TRACK	Canada	Pending	1410741		N/A	15-Sep-2008	
FIVE STAR	Canada	Registered	779647	454025	N/A	05-Apr-1995	09-Feb-1996
FLOR-EVER	Canada	Registered	220877	UCA 50428	N/A	14-Aug-1953	14-Aug-1953
FUTURA	Canada	Registered	826133	492569	N/A	17-Oct-1996	07-Apr-1998
HIGHLIGHT	Canada	Registered	414571	231054	N/A	22-Aug-1977	24-Nov-1978
HIGHLIGHT FLEX	Canada	Registered	796087	476468	N/A	30-Oct-1995	20-May-1997

TRADEMARK
REEL: 004244 FRAME: 0859

HPF	Canada	Registered	1107204	609947	N/A	20-Jun-2001	11-May-2004
KITCHENVISION	Canada	Registered	1282485	TMA703,887	N/A	09-Dec-2005	31-Dec-2007
K-PLANK	Canada	Registered	1337943	707198	N/A	05-Mar-2007	12-Feb-2008
K-TECH FOR KITCHENS	Canada	Registered	1280078	729846	N/A	18-Nov-2005	01-Dec-2008
LANDSCAPES	Canada	Registered	895879	523775	N/A	09-Nov-1998	24-Feb-2000
MOBILEFLOR	Canada	Registered	311826	161394	N/A	18-Mar-1968	28-Feb-1969
OBSIDIAN	Canada	Registered	1037309	565119	N/A	23-Nov-1999	24-Jul-2002
OVATIONS	Canada	Registered	796089	476465	N/A	30-Oct-1995	20-May-1997
OVATIONS FLEX	Canada	Registered	796088	476466	N/A	30-Oct-1995	20-May-1997
PACEMAKER	Canada	Registered	327309	171623	N/A	03-Nov-1969	25-Sep-1970
PACESETTER	Canada	Registered	1174475	661020	N/A	09-Apr-2003	21-Mar-2006
PAVILLION	Canada	Registered	293794	147122	N/A	13-Dec-1965	16-Sep-1966
PRESTIGE	Canada	Registered	311827	161111	N/A	18-Mar-1968	07-Feb-1969
PRO FIT AND DESIGN	Canada	Registered	502697	317752	N/A	03-May-1983	29-Aug-1986
REFLECTION	Canada	Registered	410982	230340	N/A	20-May-1977	15-Sep-1978
REGAL PLANK	Canada	Registered	855104	509201	N/A	03-Sep-1997	12-Mar-1999
SCUFF-TUFF	Canada	Registered	606664	368395	N/A	10-May-1988	04-May-1990
SMARTLINK	Canada	Pending	1469705		N/A	16-Feb-2010	
SPECIFICATIONS	Canada	Registered	1013011	536954	N/A	23-Apr-1999	09-Nov-2000
STAIN DEFENSE SYSTEM	Canada	Published	1449865		N/A	28-Aug-2009	
STARLIGHT	Canada	Registered	853492	499951	N/A	20-Aug-1997	01-Sep-1998
THE QUIET LAMINATE	Canada	Registered	869239	511674	N/A	17-Feb-1998	10-May-1999
TOTAL GUARD	Canada	Registered	1013010	539661	N/A	23-Apr-1999	15-Jan-2001
TRIBUTE	Canada	Registered	1088006	597835	N/A	03-Jan-2001	17-Dec-2003
ULTIMA	Canada	Registered	1051980	556996	N/A	23-Mar-2000	29-Jan-2002

TRADEMARK
REEL: 004244 FRAME: 0860

ULTIMAX	Canada	Allowed	1433466		N/A	03-Apr-2009	
ULTRAGARD	Canada	Registered	797941	488947	N/A	22-Nov-1995	02-Feb-1998
ULTRASHIELD	Canada	Registered	1053256	559356	N/A	31-Mar-2000	18-Mar-2002
ULTRATEC	Canada	Published	1417853		N/A	11-Nov-2008	
UTOPIA	Canada	Registered	1117687	621498	N/A	05-Oct-2001	04-Oct-2004
VALUFLOR	Canada	Registered	502698	289535	N/A	03-May-1983	06-Apr-1984
VALUFLOR FLEX	Canada	Registered	796090	476449	N/A	30-Oct-1995	20-May-1997
WEARTEC	Canada	Registered	1337938	762346	N/A	05-Mar-2007	24-Mar-2010
WHITE SHIELD	Canada	Registered	323033	168641	N/A	05-Jun-1969	03-Apr-1970
YOUR CHOICE	Canada	Registered	765750	482680	N/A	07-Oct-1994	19-Sep-1997
CONGOLEUM	Chile	Registered		276578	27 Int.		28-Sep-1983
CONGOLEUM	Chile	Registered		395.39	19 Int.		26-Oct-1992
CONGOLEUM	Chile	Registered	221704	548.069	27 Int.	29-May-1979	15-Sep-1999
MEDALIST	Chile	Registered	589.604	397744	01 Int.		01-Dec-1992
CONGOLEUM	China (People's Republic)	Registered		155711	27 Int.		30-Mar-1982
CONGOLEUM (IN CHINESE CHARACTERS)	China (People's Republic)	Registered		155715	27 Int.		30-Mar-1982
CONGOLEUM	Colombia	Registered	208334	126088	19 Int.	27-Jun-1982	08-Mar-1989
CONGOLEUM	Costa Rica	Registered		638	27 Int.		07-Dec-1914
CONGOLEUM	Costa Rica	Registered		61509	19 Int.		13-Dec-1982
CONGOLEUM	Denmark	Registered	1522/1984	4379/1984	19 Int., 27 Int.	14-Mar-1984	14-Dec-1984
CONGOLEUM	European Community	Registered	4995247	4995247	01 Int., 08 Int., 27 Int.	17-Mar-2006	14-Nov-2008
DURACERAMIC	European Community	Registered	4941522	4941522	19 Int., 27 Int.	02-Mar-2006	14-Feb-2007
DURACERAMIC OPTIONS	European Community	Pending	4941531		19 Int., 27 Int.	02-Mar-2006	
CONGOLEUM	Finland	Registered	T197502448	72465	27 Int.	04-Jun-1975	20-Mar-1980
CONGOLEUM	France	Registered		1215446	27 Int.	14-Oct-1982	14-Oct-1982

TRADEMARK
REEL: 004244 FRAME: 0861

FLOR-EVER	France	Registered		1383248	27 Int.	09-Sep-1986	09-Sep-1986
CONGOLEUM	Germany	Registered		888846	27 Int.		29-Oct-1980
CONGOLEUM	Germany	Registered		605303	27 Int.		23-Feb-1979
CONGOLEUM	Germany	Registered		178181	19 Int., 24 Int., 27 Int.	06-Mar-1983	06-Mar-1983
FLOR-EVER	Germany	Registered	C26004 /27WZ	963464	27 Int.	27-Nov-1976	10-Oct-1977
CONGOLEUM	Greece	Registered		18868	19 Int.		17-Oct-1983
CONGOLEUM	Guatemala	Pending	70986		N/A	17-Aug-1981	
CONGOLEUM	Hong Kong	Registered	874/84	1835/1985	27 Int.	21-Mar-1984	28-Aug-1985
CONGOLEUM	Hungary	Registered	M84 00546	124488	19 Int.		26-Mar-1984
CONGOLEUM	India	Registered		9995	27 Int.		23-Dec-1942
CONGOLEUM	Ireland	Registered	32706	32706	27 Int.	15-Mar-1927	15-Mar-1927
CONGOLEUM	Italy	Registered	MI94COO2831	694244	19 Int.	27-Mar-1994	06-Dec-1996
CONGOLEUM	Japan	Registered	704203/92	1513307	19 Int.		25-May-1982
CONGOLEUM	Japan	Registered	34276/1974	1573687	19 Int.	13-Mar-1974	28-Mar-1983
CONGOLEUM	Japan	Registered	06-125556	3352012	27 Int.	14-Dec-1994	17-Oct-1997
CONGOLEUM FLOR-EVER	Japan	Registered	-79074	4012851	27 Int.	28-Jun-1995	13-Jun-1997
CONGOLEUM IN KATAKANA CHARACTERS	Japan	Registered	06-125557	3352013	27 Int.	14-Dec-1994	17-Oct-1997
SCUFF-TUFF	Japan	Registered	01-145125	2438987	27 Int.	21-Dec-1989	31-Jul-1992
SCUFF-TUFF	Japan	Registered	01-146124	2417843	19 Int.	21-Dec-1989	29-May-1992
CONGOLEUM	Korea, Republic of	Registered		83413	27 Int.		14-Aug-1982
CONGOLEUM IN KOREAN CHARACTERS	Korea, Republic of	Registered	80-3797	83414	27 Int.	12-May-1980	14-Aug-1982
BRIGHTLIFE	Mexico	Registered	139105	419343	27 Int.	07-May-1992	06-Aug-1992
CONGOLEUM	Mexico	Registered		13186	27 Int.		19-Mar-1973
FLOR-EVER	Mexico	Registered	139109	419344	27 Int.	07-May-1992	06-Aug-1992
HIGHLIGHT	Mexico	Registered	139594	419351	27 Int.	14-May-1992	06-Aug-1992

MEDALIST	Mexico	Registered	139593	419350	27 Int.	14-May-1992	06-Aug-1992
VALUFLOR	Mexico	Registered	139592	419349	27 Int.	14-May-1992	06-Aug-1992
VINYLCREST	Mexico	Registered	139591	419348	27 Int.	14-May-1992	06-Aug-1992
CONGOLEUM	New Zealand	Registered	11180	11180	27 Int.	14-Apr-1913	04-Aug-1913
CONGOLEUM	New Zealand	Registered		95695	27 Int.	16-Dec-1977	16-Dec-1977
FLOR-EVER	New Zealand	Registered		B117,117	27 Int.	29-Sep-1976	29-Sep-1976
CONGOLEUM	Norway	Registered	N/A	1639/13	27 Int.	07-Mar-1913	07-Mar-1983
CONGOLEUM	Peru	Registered	152171	67520	27 Int.		20-May-1987
CONGOLEUM	Puerto Rico	Registered		3153	27 Int.		06-Jun-1930
CONGOLEUM	Singapore	Registered	T39/02015E	T39/02015	27 Int.	10-Dec-1971	10-Dec-1971
CONGOLEUM	Spain	Registered	22491	22491	19 Int.	07-Nov-1973	07-Nov-1973
CONGOLEUM	Sweden	Registered		153103	27 Int.		17-Oct-1985
DURACERAMIC	Switzerland	Registered	51883/2006	554.711	19 Int., 27 Int.	02-Mar-2006	02-Mar-2006
DURACERAMIC OPTIONS	Switzerland	Registered	51884/2006	554.712	19 Int., 27 Int.	02-Mar-2006	08-Feb-2007
CONGOLEUM	Taiwan	Registered	96010673	1295562	27 Int.	09-Mar-2007	01-Jan-2008
CONGOLEUM	Thailand	Registered	21503	KOR12919	27 Int.	07-Nov-1983	07-Nov-1993
CONGOLEUM	Turkey	Registered		135994	19 Int., 27 Int.		13-Mar-1982
CONGOLEUM	United Kingdom	Registered	322626	322626	36 Int.	12-Apr-1910	12-Apr-1973
CONGOLEUM	United Kingdom	Registered	478814	478814	27 Int.	15-Mar-1976	15-Mar-1976
CONGOLEUM	Uruguay	Registered	341.029	341.029	27 Int.	14-May-2002	16-Dec-2002
CONGOLEUM	Venezuela	Registered		F029436	27 Int.		15-Mar-1955

TRADEMARK
REEL: 004244 FRAME: 0863

[Execution]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement"), dated as of July 1, 2010, is by and between CONGOLEUM CORPORATION, a Delaware corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, Borrower has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Borrower has entered into financing arrangements with Lender pursuant to which Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and between Borrower and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Lender certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Borrower hereby grants to Lender a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Lender: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Lender that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Borrower will, at its expense, perform all acts and execute all documents necessary to maintain the existence of any Trademarks which are material to the Borrower's business, including without limitation, the filing of any renewal affidavits if required.

(b) Borrower authorizes Lender to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral after the occurrence and during the continuance of an Event of Default, pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(e) Borrower shall provide Lender with thirty (30) days written notice prior to filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Upon the request of Lender, Borrower shall execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Lender to evidence the security interests of Lender in any Trademark.

(f) Borrower will render any assistance to Lender as Lender shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Borrower will promptly notify Lender if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to infringe upon any Trademark material to the Borrower's business. If requested by Lender, Borrower, at Borrower's expense, shall join with Lender in such action as Lender, in its discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

TRADEMARK
REEL: 004244 FRAME: 0865

3. RIGHTS AND REMEDIES

Upon the occurrence of any Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Lender, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower, except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Lender may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Lender by Borrower or any subsidiary or affiliate of Borrower.

(c) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(d) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Borrower in the manner set forth in the Loan Agreement of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 3(d) hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Special Power of Attorney described in Section 2(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees.

(f) Borrower shall supply to Lender (or its designee) Borrower's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

TRADEMARK
REEL: 004244 FRAME: 0866

4. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to any principles of conflicts of laws (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing.

(b) Borrower and Lender irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court, the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Lender may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property).

(c) BORROWER AND LENDER EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND LENDER EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

5. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Borrower" or "Lender" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors and assigns.

TRADEMARK
REEL: 004244 FRAME: 0867

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Borrower and Lender. Lender shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Borrower and Lender and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Borrower's and Lender's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to Lender pursuant to this Agreement and the exercise of any right or remedy by Lender hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement as to the rights of Lender and Note Trustee with respect to the Collateral, the terms of the Intercreditor Agreement shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 004244 FRAME: 0868

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

CONGOLEUM CORPORATION

By: _____
Name: Howard N. Feist III
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Marc J. Breier
Title: Managing Director

TRADEMARK
REEL: 004244 FRAME: 0869

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

CONGOLEUM CORPORATION

By: _____
Name: Howard N. Feist III
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Marc J. Breier
Title: Managing Director

TRADEMARK
REEL: 004244 FRAME: 0870

EXHIBIT B

LICENSES

None.

TRADEMARK
REEL: 004244 FRAME: 0871

EXHIBIT C

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that CONGOLEUM CORPORATION ("Borrower"), having an office at 3500 Quakerbridge Road, Mercerville, New Jersey 08619, hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (together with its successors and assigns, "Lender"), and each of Lender's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower at any time after the occurrence and during the continuance of an Event of Default under the Security Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its discretion, deems reasonably necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its discretion, deems reasonably necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Borrower and Lender (the "Security Agreement") and may not be revoked until the termination of all "Financing Agreements" and indefeasible payment in full of all of the "Obligations", as each such term is defined in the Security Agreement.

_____ __, 2010

CONGOLEUM CORPORATION

By: _____
Name:
Title:

TRADEMARK
REEL: 004244 FRAME: 0872

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this ___ day of _____, 2010, before me personally came Howard N. Feist III, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of CONGOLEUM CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public

RECORDED: 07/16/2010

TRADEMARK
REEL: 004244 FRAME: 0873