

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaulieu Group, LLC		10/20/2011	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
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: 10

Property Type	Number	Word Mark
Registration Number:	3364994	B
Registration Number:	3967136	BLISS BY BEAULIEU SOFTSENSE
Registration Number:	4020051	BLISS BY BEAULIEU SOFTSENSE
Registration Number:	4020052	BLISS BY BEAULIEU SOFTSENSE
Serial Number:	85420066	FAMILY HEALTH FLOORING SOLUTIONS
Serial Number:	85420078	FAMILY TIME FLOORING SOLUTIONS
Serial Number:	85420085	HEALTHY HOME FLOORING SOLUTIONS
Serial Number:	85420086	NATURAL COMFORT FLOORING SOLUTIONS
Serial Number:	85420091	SIMPLE COMFORTS FLOORING SOLUTIONS
Serial Number:	85420099	SIMPLE PLEASURES FLOORING SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (678)533-7772
 Phone: 4046815974

900205139

**TRADEMARK
 REEL: 004645 FRAME: 0155**

CH \$265.00 3364994

Email: mgrove@phrd.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Parker Hudson Rainer & Dobbs
Address Line 1: 285 Peachtree Center Ave. N.E.
Address Line 2: Mike Grove 15th Floor
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.86
NAME OF SUBMITTER:	Bobbi A Noland
Signature:	/BAN/
Date:	10/20/2011

Total Attachments: 27

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on October 20, 2011, by and between **BEAULIEU GROUP, LLC**, a Georgia limited liability company (together with its successors and permitted assigns, the "Borrower"), and **BANK OF AMERICA, N.A.**, a national banking association ("Bank of America"), in its capacity as agent (together with its successors and assigns in such capacity, the "Agent") for the Lenders (as defined below).

WITNESSETH:

A. The Borrower, the Agent, the financial institutions party thereto in their capacities as lenders (collectively, the "Existing Lenders"), and certain other agents are parties to that certain Amended and Restated Loan and Security Agreement dated as of October 20, 2006, as amended pursuant to the terms of that certain Amendment No. 1 and Omnibus Assignment dated as of February 2, 2007, and as further amended pursuant to the terms of that certain Second Amendment to Amended and Restated Loan and Security Agreement dated September 28, 2011 (as so amended and at any other time amended, modified, restated, or supplemented prior to the date of this Agreement, the "Existing Loan Agreement"), pursuant to which the Existing Lenders have made loans and advances, and extended other financial accommodations, to the Borrower.

B. In connection with the Existing Loan Agreement, the Borrower executed and delivered that certain Amended and Restated Trademark Security Agreement dated as of October 20, 2006 (as at any time amended, modified, restated, or supplemented prior to the date of this Agreement, the "Existing Trademark Security Agreement"), which Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office in the trademark assignment records.

C. The Borrower, the financial institutions from time to time parties thereto (each a "Lender" and collectively the "Lenders"), and the Agent are entering into that certain Amended and Restated Loan and Security Agreement dated on or about the date of this Agreement (such agreement, as it may be amended, restated, supplemented or otherwise modified from time to time after the date hereof, is referred to herein as the "Loan Agreement"), which Loan Agreement shall amend and restate the Existing Loan Agreement in its entirety. Capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement.

D. The Agent and the Lenders have required, as a condition precedent to their entering into the Loan Agreement and the extensions of credit to the Borrower pursuant thereto, that the Borrower amend and restate the Existing 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 Existing 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 amend and restate in its entirety the Existing 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" (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 Agent, for the benefit of the Agent and the other Secured Parties, pursuant to the Existing 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 Existing Trademark Security Agreement (the "Prior Trademarks" and "Prior Licenses," respectively), and (b) grants or re-grants to the Agent, for the benefit of the Agent and the other Secured Parties, 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 a breach or termination of the applicable license agreement.

5. Restrictions on Future Agreements□ The Borrower will not, without the 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 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 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 servicemarks 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 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 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 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 11.2 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 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 14.12 of the Loan Agreement, the 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 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 Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the 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 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 Agent's Security Interest; Termination of the 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 Full Payment of the Liabilities and termination of the Commitments. Upon Full Payment of the Liabilities and termination of the Commitments, this Agreement shall terminate and the 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 Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the 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. The Agent's Right to Sue From and after the occurrence and during the continuance of an Event of Default, the 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 Agent shall commence any such suit, the Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers The 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 Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the 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 Agent unless such suspension or waiver is in writing signed by an officer of the 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 Agent of notice to the Borrower of the Agent's intention to enforce its rights and claims against the Borrower, the Borrower hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Borrower's or the 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 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 Agent deems in its own or Lenders' best interest. 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 Full Payment of the Liabilities and the Commitments 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 Agent or the Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The 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 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 Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's determination, to effect such assignment, conveyance and transfer. All of the 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 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 its successors and assigns, and shall inure to the benefit of each of the 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 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 Georgia.

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 14.12 of the Loan Agreement, neither the 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. Without limiting the generality of the foregoing, neither the 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. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

22. **Waiver of Jury Trial**. Each of the Borrower and the Agent waives, to the extent permitted by law, any right to trial by jury in any dispute, whether sounding in contract, tort, or otherwise, between the Agent and the Borrower arising out of or related to the transactions contemplated by this Agreement or any other instrument, document or agreement executed or delivered in connection herewith. Either the Borrower or the Agent may file an original counterpart or 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.

23. **Amendment and Restatement**. This Agreement amends and restates the Existing Trademark Security Agreement in its entirety. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Security Agreement (collectively, the "Existing Trademark Documents") are hereby renewed, amended, and restated in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Documents or any indebtedness, liabilities or obligations of the Borrower thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Documents, nor do

they constitute a novation with respect thereto. All security interests, pledges, assignments, and other Liens previously granted by the Borrower pursuant to the Existing Trademark Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Liabilities.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first written above,

BEAULIEU GROUP, LLC
(the "Borrower")

By: [Signature]
Ralph Boe, Chief Executive Officer and
President

ATTEST:

[Signature]
Secretary
[SEAL]

STATE OF GEORGIA)
) SS
COUNTY OF COBB)

The foregoing Amended and Restated Trademark Security Agreement was executed and acknowledged before me as of this 19 day of October, 2011, by Ralph Boe, personally known to me to be the President/CEO of BEAULIEU GROUP, LLC, a Georgia limited liability company, on behalf of such limited liability company.

Given under my hand and Official Seal this 19 day of October, 2011.

[Signature]
Notary Public
(SEAL)
My commission expires: 02/07/2013
Notary Public in and for the State of
Georgia

[Signatures continue on following page.]

BANK OF AMERICA, N.A., as Agent
(the "Agent")

By: Matthew R. Van Steenhuyse
Matthew R. Van Steenhuyse, Senior Vice
President

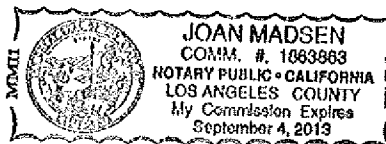
STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) SS.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matthew R. Van Steenhuyse, whose name as Senior Vice President of Bank of America, N.A., a national banking association, in its capacity as agent, 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 national banking association.

Given under my hand and Official Seal this 18 day of OCTOBER, 2011.

Joan Madsen
Notary Public
(SEAL)
My commission expires: September 4, 2013

Notary Public in and for the State of
CALIFORNIA



Schedule A
to
Amended and Restated Trademark Security Agreement

Dated October 20, 2011

Trademarks

Mark	Country	Registration Number	Registration Date
AMERICA'S CARPET CARD	USA	3270460	24-Jul-2007
AQUA HOSPITALITY	Australia	1127246	20-Mar-2007
AQUA HOSPITALITY	New Zealand	813942	15-Apr-2010
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	China	7132600	21-Oct-2010
AVALAR	Mexico	889402	28-Jun-2005
AVALAR	New Zealand	795798	12-Mar-2009
AVALAR	USA	3184606	12-Dec-2006
B Stylized	Australia	1131146	06-Aug-2007
B Stylized	Bolivia	109137	19-Jun-2007

Mark	Country	Registration Number	Registration Date
B Stylized	Bolivia	109136	19-Jun-2007
B Stylized	Bolivia	109135	19-Jun-2007
B Stylized	Bolivia	109257	21-Jun-2007
B Stylized	Bolivia	109256	21-Jun-2007
B Stylized	Bolivia	109260	21-Jun-2007
B Stylized	Brazil	828805601	15-Dec-2009
B Stylized	Brazil	828805610	15-Dec-2009
B Stylized	Brazil	828805628	15-Dec-2009
B Stylized	Brazil	828805636	08-Dec-2009
B Stylized	Brazil	828805644	08-Dec-2009
B Stylized	Brazil	828805652	08-Dec-2009
B Stylized	China	5671885	07-Jan-2010
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

Mark	Country	Registration Number	Registration Date
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B Stylized	Ecuador	399-08	15-Jan-2008
B Stylized	Ecuador	1917-07	17-Sep-2007
B Stylized	Ecuador	1916-07	14-Sep-2007
B Stylized	Ecuador	1915-07	14-Sep-2007
B Stylized	Guatemala	151968	18-Sep-2007
B Stylized	Guatemala	154764	20-Feb-2008
B Stylized	Guatemala	152194	24-Sep-2007
B Stylized	Guatemala	153879	28-Jan-2008
B Stylized	Guatemala	152241	25-Sep-2007
B Stylized	Guatemala	152248	27-Sep-2007
B Stylized	Guatemala	152196	24-Sep-2007
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B Stylized	India	868917	31-Mar-2010
B Stylized	India	868896	31-Mar-2010
B Stylized	Mexico	968596	19-Dec-2006
B Stylized	Mexico	968597	19-Dec-2006
B Stylized	Mexico	968359	18-Dec-2006
B Stylized	Mexico	969367	22-Jan-2007
B Stylized	Mexico	969449	23-Jan-2007

Mark	Country	Registration Number	Registration Date
B Stylized	Mexico	969132	19-Jan-2007
B Stylized	Panama	168644-01	23-Dec-2008
B Stylized	Panama	168645-01	23-Dec-2008
B Stylized	Panama	168646-01	23-Dec-2008
B Stylized	Panama	168647-01	23-Dec-2008
B Stylized	Panama	168648-01	23-Dec-2008
B Stylized	Panama	168649-01	23-Dec-2008
B Stylized	Peru	126562	23-Apr-2007
B Stylized	Peru	129562	02-Aug-2007
B Stylized	Peru	129004	16-Jul-2007
B Stylized	Peru	56353	06-May-2009
B Stylized	Peru	45971	23-Apr-2007
B Stylized	Peru	45972	23-Apr-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	928721	12-Apr-2006
BC Logo	Mexico	919382	14-Feb-2006

Mark	Country	Registration Number	Registration Date
BC Logo	USA	3100777	06-Jun-2006
BEAULIEU	New Zealand	765724	10-Apr-2007
BEAULIEU	USA	2615732	03-Sep-2002
BEAULIEU	USA	2716042	13-May-2003
BEAULIEU	USA	2550703	19-Mar-2002
BEAULIEU	USA	3829733	03-Aug-2010
BEAULIEU COMMERCIAL	China	7132601	14-Nov-2010
BEAULIEU COMMERCIAL	China	7132602	14-Sep-2010
BEAULIEU COMMERCIAL	New Zealand	795796	11-Mar-2010
BEAULIEU COMMERCIAL	USA	2348262	09-May-2000
BEAULIEU OF AMERICA, INC.	Ecuador	4669-IEPI	17-Oct-2000
BEAU-TECH	USA	3299664	25-Sep-2007
BLISS	China	7692703	21-Jan-2011
BLISS BY BEAULIEU	China	7694365	21-Apr-2011
BLISS BY BEAULIEU	China	7694367	07-Dec-2010
BLISS BY BEAULIEU	China	7694368	07-Dec-2010
BLISS BY BEAULIEU	USA	3747306	09-Feb-2010
BLISS BY BEAULIEU	USA	3755234	02-Mar-2010
BLISS BY BEAULIEU	USA	3811346	29-Jun-2010
BLISS BY BEAULIEU DARING	USA	3849676	21-Sep-2010
BLISS BY BEAULIEU	USA	3849677	21-Sep-2010

Mark	Country	Registration Number	Registration Date
FLIRTATION			
BLISS BY BEAULIEU FOR KIDS	USA	3813861	06-Jul-2010
BLISS BY BEAULIEU HEALTHY ESSENCE	USA	3640938	16-Jun-2009
BLISS BY BEAULIEU HEALTHY HOME	USA	3648591	30-Jun-2009
BLISS BY BEAULIEU PLAYTIME	USA	3799498	08-Jun-2010
BLISS BY BEAULIEU REAL LIFE	USA	3648592	30-Jun-2009
BLISS BY BEAULIEU SIMPLE ACCENTS	USA	3648590	30-Jun-2009
BLISS BY BEAULIEU SOFTSENSE	USA	3967136	24-May-2011
BLISS BY BEAULIEU SOFTSENSE	USA	4020051	30-Aug-2011
BLISS BY BEAULIEU SOFTSENSE	USA	4020052	30-Aug-2011
BLISS BY BEAULIEU WORK & LEISURE	USA	3712644	17-Nov-2009
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

Mark	Country	Registration Number	Registration Date
BOLYU	Chile	625300	21-Mar-2002
BOLYU	China	1504966	14-Jan-2001
BOLYU	China	1491974	14-Dec-2000
BOLYU	China	1475819	14-Nov-2000
BOLYU	Ecuador	4665-IEPI	31-Oct-2000
BOLYU	Ecuador	4666-IEPI	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	IDM000240610	30-Jan-2001
BOLYU	Indonesia	IDM000240609	30-Jan-2001
BOLYU	Indonesia	IDM000240470	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	795801	11-Mar-2010
BOLYU	Singapore	T9911328A	08-Oct-1999

Mark	Country	Registration Number	Registration Date
BOLYU	Singapore	T9911329Z	08-Oct-1999
BOLYU	Singapore	T9911330C	08-Oct-1999
BOLYU	Taiwan	131920	31-Oct-2000
BOLYU	Taiwan	134946	16-Dec-2000
BOLYU	Taiwan	901877	16-Aug-2000
BOLYU	U. Arab Emirates	26061	15-Oct-2000
BOLYU	U. Arab Emirates	27428	10-Feb-2001
BOLYU	U. Arab Emirates	27397	07-Feb-2001
BOLYU	United Kingdom	2210566	10-Mar-2000
BOLYU	USA	2285533	12-Oct-1999
BOLYU	USA	2285534	12-Oct-1999
BOLYU (phonetic spelling)	New Zealand	766508	10-Apr-2007
BOLYU (phonetic spelling, all caps)	USA	2499551	23-Oct-2001
BOLYU (phonetic spelling, all caps)	USA	2436594	20-Mar-2001
C (and Design) (for Cambridge)	USA	2640671	22-Oct-2002
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

Mark	Country	Registration Number	Registration Date
CAMBRIDGE	USA	1371477	19-Nov-1985
CAMBRIDGE CARPETS	Ecuador	4668-IEPI	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
COMPASS BY BEAULIEU OF AMERICA	USA	3331635	06-Nov-2007
CONSORT Stylized	USA	2554100	26-Mar-2002
CORONET	Australia	1127261	20-Mar-2007
CORONET	China	5671882	20-Oct-2009
CORONET	Malaysia	M/071297	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	4667-IEPI	17-Oct-2000
CORONET SOFT CLASSICS	USA	3911416	25-Jan-2011
DURA-KID	Canada	TMA532296	07-Sep-2000
EARTHGUARD	USA	1989160	23-Jul-1996
ECO-EARTH TREE MAT	USA	3702047	27-Oct-2009

Mark	Country	Registration Number	Registration Date
EVERCLEAN	Canada	753098	16-Nov-2009
EVERCLEAN BY CORONET	Mexico	945110	30-Jun-2006
EVERCLEAN BY CORONET	USA	3314399	16-Oct-2007
FIBERESSENCE	Canada	683753	15-Mar-2007
FIBERESSENCE	USA	3398565	18-Mar-2008
FRESH HOME	Australia	1395362	14-Apr-2011
FRESH HOME	New Zealand	832320	26-Apr-2011
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	China	5735502	14-Nov-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

Mark	Country	Registration Number	Registration Date
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
INTERLOOM	New Zealand	832321	26-Apr-2011
INTERLOOM	USA	3952667	26-Apr-2011
INTERLOOM COMBINING PERFORMANCE & VALUE (Stylized)	USA	4020463	30-Aug-2011
IT'S DOGGONE AMAZING	Australia	1395360	24-Mar-2011
IT'S DOGGONE AMAZING	New Zealand	832322	16-Apr-2011
IT'S DOGGONE AMAZING	USA	3956059	03-May-2011
LUXURYBAC	Australia	1131987	02-Jun-2008
LUXURYBAC	Canada	627798	07-Dec-2004

Mark	Country	Registration Number	Registration Date
LUXURYBAC	USA	2926366	15-Feb-2005
LUXURYBAC (and Design in color)	USA	3019916	29-Nov-2005
MAGIC FRESH	China	7917367	21-Feb-2011
MAGIC FRESH	USA	2803466	06-Jan-2004
MAGIC FRESH (and Design)	Canada	751032	23-Oct-2009
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
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
NEXTERRA (and Design)	USA	3184561	12-Dec-2006
OMNI LOC	USA	3740645	19-Jan-2010
OPTIFECTS	Australia	1145065	07-May-2007

Mark	Country	Registration Number	Registration Date
OPTIFECTS	Canada	753124	16-Nov-2009
OPTIFECTS	European Community	005492863	15-Nov-2007
OPTIFECTS	USA	3909379	18-Jan-2011
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	China	7132599	21-Oct-2010
PURALEX	USA	3121855	25-Jul-2006
PURALEX (Stylized)	Canada	TMA704626	15-Jan-2008
PURALEX (Stylized)	Mexico	1059201	29-Aug-2009
PURALEX (Stylized)	Mexico	932782	28-Apr-2006
PURALEX (Stylized)	USA	3124756	01-Aug-2006
PURALEX PLUS	Australia	1387882	25-May-2011
PURALEX PLUS	Mexico	1193037	30-Nov-2010
PURALEX PLUS	New Zealand	831620	12-Apr-2011

Mark	Country	Registration Number	Registration Date
PURE CONTRACT	Australia	1263072	13-May-2009
PURE CONTRACT	Canada	756004	23-Dec-2009
PURE CONTRACT	Korea, Republic of	400803477	14-Oct-2009
PURE CONTRACT	New Zealand	795799	11-Feb-2010
PURE CONTRACT	Singapore	T0813144C	11-Aug-2009
PURE CONTRACT	USA	3768086	30-Mar-2010
PURESQUE	USA	3304363	02-Oct-2007
PURESQUE	USA	3304606	02-Oct-2007
ROYALIST	Canada	TMA529648	21-Jun-2000
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
SURE-LOC	USA	1734989	24-Nov-1992
THE NICEST CARPET IN THE WORLD	USA	3633381	02-Jun-2009
THE NICEST CARPET IN THE WORLD	USA	3539104	25-Nov-2008
THE NICEST CARPET IN THE WORLD	USA	3539105	25-Nov-2008

Mark	Country	Registration Number	Registration Date
THE NICEST CARPET IN THE WORLD Stylized	Australia	1288263	15-Jun-2010
THE NICEST CARPET IN THE WORLD Stylized	USA	3687748	22-Sep-2009
THE NICEST CARPET IN THE WORLD Stylized	USA	3678059	01-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

Beaulieu of America.

Trademark Applications

Mark	Country	Application Number	Filing Date
B Stylized	India	1658131	26-Feb-2008
B Stylized	India	1658132	26-Feb-2008
B Stylized	India	1658134	26-Feb-2008
BEAULIEU COMMERCIAL	China	7132603	25-Dec-2008
BLISS	China	7692700	10-Sep-2009
BLISS	China	7692701	10-Sep-2009
BLISS	China	7692702	10-Sep-2009
BLISS BY BEAULIEU	China	7694366	11-Sep-2009

Mark	Country	Application Number	Filing Date
BLISS BY BEAULIEU HEALTHYTOUCH	Australia	1436109	12-Jul-2011
BLISS BY BEAULIEU HEALTHYTOUCH	New Zealand	845559	12-Jul-2011
BLISS BY BEAULIEU HEALTHYTOUCH	USA	85198135	15-Dec-2010
BLISS BY BEAULIEU HEALTHYTOUCH	USA	85200462	17-Dec-2010
BLISS BY BOLYU	Canada	1521333	29-Mar-2011
BLISS BY BOLYU FRESH HOME	Canada	1508965	22-Dec-2010
BLISS BY BOLYU HEALTHYTOUCH	Australia	1436105	12-Jul-2011
BLISS BY BOLYU HEALTHYTOUCH	Canada	1535308	12-Jul-2011
BLISS BY BOLYU HEALTHYTOUCH	New Zealand	845558	12-Jul-2011
BLISS BY BOLYU HEALTHYTOUCH	USA	85198138	15-Dec-2010
BLISS BY BOLYU HEALTHYTOUCH	USA	85198147	15-Dec-2010
FAMILY HEALTH FLOORING SOLUTIONS	USA	85420066	12-Sep-2011
FAMILY TIME FLOORING SOLUTIONS	USA	85420078	12-Sep-2011
FRESH HOME	USA	85072338	26-Jun-2010
HEALTHY HOME FLOORING SOLUTIONS	USA	85420085	12-Sep-2011

Mark	Country	Application Number	Filing Date
IT'S DOGGONE AMAZING	Canada	1510206	06-Jan-2011
MAGIC FRESH ODOR REDUCING CARPET NEUTRALISATEUR D'ODEURS (and Cloud Design)	Canada	1486088	22-Jun-2010
NATURAL COMFORT FLOORING SOLUTIONS	USA	85420086	12-Sep-2011
PURALEX PLUS	Canada	1499301	12-Oct-2010
PURALEX PLUS	China	8735671	27-Oct-2010
REACT	USA	85180728	19-Nov-2010
SILVER RELEASE	Australia	1446527	05-Sep-2011
SILVER RELEASE	New Zealand	848729	05-Sep-2011
SIMPLE COMFORTS FLOORING SOLUTIONS	USA	85420091	12-Sep-2011
SIMPLE PLEASURES FLOORING SOLUTIONS	USA	85420099	12-Sep-2011

**Schedule B
to
Amended and Restated Trademark Security Agreement**

Dated October 20, 2011

Licenses

(Please provide the name of each agreement, the date of each agreement, and parties to each agreement)

Trademark License Agreement, effective as of September 21, 2009, between Beaulieu Group, LLC and Armstrong World Industries, Inc.