

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
Bank of Montreal (as assignee of BMO Capital Corporation)		05/07/2012	Bank: CANADA

RECEIVING PARTY DATA

Name:	Red Ash Capital Partners II Limited Partnership
Street Address:	80 NEW BOND STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	W1S 1SB
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2453792	B
Registration Number:	2449828	
Registration Number:	2488359	
Registration Number:	2224793	RAVELGUARD
Registration Number:	2224794	ZIPPERGUARD
Registration Number:	2352275	RAVELGUARD
Registration Number:	2488356	
Registration Number:	2488355	
Registration Number:	2488357	
Registration Number:	2488358	
Registration Number:	2488360	
Registration Number:	2439221	B BARRETT CARPETS
Registration Number:	2523098	
Registration Number:	2680397	ANGEL PROOF

TRADEMARK

Registration Number:	2649172	ANGEL PROOF
Registration Number:	3070994	FLUIDGUARD
Registration Number:	3076770	PROSTEP
Registration Number:	3129071	PROSTEP 18

CORRESPONDENCE DATA

Fax Number: 3102291001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 310-728-3612
Email: dplucinski@akingump.com
Correspondent Name: Daniel Plucinski c/o Akin Gump
Address Line 1: 2029 Century Park East
Address Line 2: Suite 2400
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 690663.0001

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Daniel F. Plucinski

Signature: /s/ Daniel F. Plucinski

Date: 05/09/2012

Total Attachments: 5
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Assignment") is made effective as of May [7], 2012 from Bank of Montreal (as assignee of BMO Capital Corporation) to Red Ash Capital Partners II Limited Partnership, a limited partnership organized under the laws of the United Kingdom ("ASSIGNEE"). Unless otherwise defined herein, or the context otherwise requires, terms used in this Assignment, including its preamble and recitals, have the meanings provided in, or by reference in, the Junior Credit Agreement referred to below.

WHEREAS, the Assignor is party to that certain amended and restated credit agreement, dated as of November 23, 2010 among Strudex Fibres Limited, Kraus Inc. and the Assignor (as amended, restated, supplemented or otherwise modified from time to time, the "Junior Credit Agreement");

WHEREAS, pursuant to the Trademark Collateral Agreement (the "Trademark Collateral Agreement"), dated as of July 24, 2007, Barrett granted to the Assignor, as Secured Creditor, a security interest in certain Collateral, including certain trademarks, trade names and service marks registered or pending with the United States Patent and Trademark Office as set forth in Schedule I hereto (collectively, the "Trademarks") as collateral security for the prompt and complete payment and performance of the Secured Obligations under the Junior Credit Agreement;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Master Assignment Agreement, dated as of May 4, 2012, whereby the Assignor has agreed to transfer to the ASSIGNEE all of its rights, titles and interests in and to the Junior Credit Agreement and the other Credit Documents, including the Trademark Collateral Agreement (the "Succession").

WHEREAS, in connection with the Succession, Assignor intends to assign its security interests in the assets of the Credit Parties, including without limitation, the Trademarks, and Assignee desires to acquire Assignor's security interests in, to and under the Trademarks, as collateral security for the prompt and complete payment and performance of the Secured Obligations under the Junior Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby transfers and assigns (without representation, recourse or warranty of any kind) to the Assignee, Assignor's security interests in and to the Trademarks, including, without limitation, the registrations and applications set forth on Schedule I, all proceeds thereof, and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized thereby by any of the foregoing:

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

The Assignor agree that it shall, at the reasonable request and at the expense of the Assignee, do all such further acts and things and execute and deliver such further instruments,

documents, security registrations, matters, papers and assurances as are reasonably necessary or desirable for effectuating this Assignment.

This Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Bank of Montreal, as a Lender

By: _____
Name: **Gregory William Fedoryn**
Title: **Senior Accountant**

Red Ash Capital Partners II Limited Partnership

By: Pinnacle Capital Resources Limited,
its general partner

By: _____
Name:
Title:


IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Bank of Montreal, as a Lender

By: _____
Name:
Title:

**Red Ash Capital Partners II Limited
Partnership**

By: Pinnacle Capital Resources Limited,
its general partner

By: 
Name: C. GUNNOTT
Title: INVESTMENT DIRECTOR.

[Signature Page – Assignment of Security Interest in Trademarks]

**TRADEMARK
REEL: 004776 FRAME: 0358**

Schedule I

Trademark	Registration Number	Registration Date
Stylized "B"	2,453,792	May 22, 2001
Pressure Beck Dyed Icon	2,449,828	May 8, 2001
Continuous Filament Yarn Icon	2,488,359	September 11, 2001
Ravelguard	2,224,793	February 16, 1999
Zipperguard	2,224,794	February 16, 1999
Ravelguard Design Logo	2,352,275	May 23, 2000
Stain/Soil Resistance Icon	2,488,356	September 11, 2001
Stain Proof Icon	2,488,355	September 11, 2001
Static Control Icon	2,488,357	September 11, 2001
Digital Yarn Placement Icon	2,488,358	September 11, 2001
Colorfast Icon	2,488,360	September 11, 2001
B Barrett Carpets & Design	2,439,221	March 27, 2001
Precision Icon	2,523,098	December 25, 2001
Angel Proof & Design	2,680,397	January 28, 2003
Angel Proof	2,649,172	November 12, 2002
Fluidguard	3,070,994	March 21, 2006
Pro step	3,076,770	April 4, 2006
Prostep 18	3,129,071	August 15, 2006

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