

## 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 U.S. Administrative Agent |  | 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: 310-229-10  
*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  
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 [ ], 2012 from Bank of Montreal, as U.S. Administrative Agent ("ASSIGNOR"), 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 Senior Credit Agreement referred to below.

WHEREAS, the Assignor is party to that certain Credit and Guarantee Agreement dated as of June 28, 2007, among Strudex Fibres Limited, Kraus Inc. and Kraus Canada Inc. as Canadian Borrowers and Guaranteeing Parties, Barrett Carpet Mills, Inc. ("Barrett") and Kraus USA, Inc., as U.S. Borrowers and Guaranteeing Parties, the other Guaranteeing Parties thereto, National Bank of Canada (as Canadian Administrative Agent) and Bank of Montreal, as U.S. Administrative Agent (together with the National Bank of Canada, the "Resigning Administrative Agents") and the financial institutions party thereto as lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Credit Agreement");

WHEREAS, pursuant to the Trademark Collateral Agreement (the "Trademark Collateral Agreement"), dated as of June 28, 2007, Barrett granted to the Assignor, on behalf of the Secured Creditors, 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 Secured Credit Agreement;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Master Assignment Agreement, dated as of May 4, 2012, whereby the Resigning Administrative Agents have agreed to transfer to the ASSIGNEE all of their rights, titles and interests in and to the Senior 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 Senior 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.

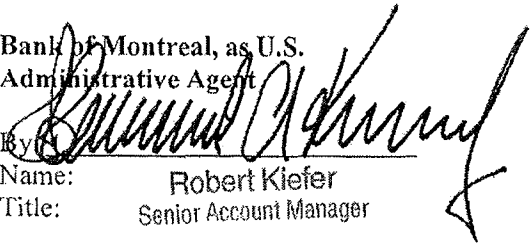
The Assignor agree that it shall, at the reasonable request and at the expense of the Assignee, do all such further acts and things and execute and deliver such further instruments, documents, security registrations, matters, papers and assurances as are reasonably necessary or desirable for effectuating 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 U.S.  
Administrative Agent

By:   
Name: Robert Kiefer  
Title: Senior Account Manager

**Red Ash Capital Partners II Limited  
Partnership**

By: Pinnacle Capital Resources Limited,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page – Assignment of Security Interest in Trademarks]


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

**Bank of Montreal, as U.S.  
Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

**Red Ash Capital Partners II Limited  
Partnership**

By: Pinnacle Capital Resources Limited,  
its general partner

By:   
Name: C. Emmott  
Title: Investment Director.

[Signature Page – Assignment of Security Interest in Trademarks]

## 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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