

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Bentley Prince Street, Inc.		08/17/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Wells Fargo Bank, National Association
Street Address:	245 S. Los Robles Avenue, Suite 700
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	1310199	BENTLEY
Registration Number:	3073401	BENTLEY PRINCE STREET
Registration Number:	2259160	PRINCE STREET
Registration Number:	3798178	ENCORERC

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2027393001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-739-3000
Email:	jennifer.evans@morganlewis.com
Correspondent Name:	Morgan, Lewis & Bockius LLP
Address Line 1:	1111 Pennsylvania Avenue, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-0201
NAME OF SUBMITTER:	Jennifer C. Evans

CH \$115.00 1310199

Signature:	/jce/
Date:	09/10/2012
<b>Total Attachments: 6</b> source=Bentley - Patent and Trademark Security Agreement#page1.tif source=Bentley - Patent and Trademark Security Agreement#page2.tif source=Bentley - Patent and Trademark Security Agreement#page3.tif source=Bentley - Patent and Trademark Security Agreement#page4.tif source=Bentley - Patent and Trademark Security Agreement#page5.tif source=Bentley - Patent and Trademark Security Agreement#page6.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of August 17, 2012, is made by and between Bentley Prince Street, Inc., a Delaware corporation ("Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

### Recitals

A. Company, the Guarantors from time to time party thereto, and Wells Fargo are parties to a Credit and Security Agreement, dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company under the Credit Agreement, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms referenced but not defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all patents or applications for patents owned by Company, fees or royalties with respect to each, and the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the U.S. patents and patent applications listed on Exhibit A.

"Trademarks" means all trademarks, service marks, collective membership marks, registrations and applications for registration for each owned by Company, and the respective goodwill associated with each, fees or royalties with respect to each, and the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the U.S. trademark registrations and applications listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060. If after the date hereof, Company acquires ownership of any

U.S. Patents or U.S. federal Trademark registrations or applications therefor not listed on Exhibits A or B, then Company shall promptly (but no later than thirty (30) days after the end of the calendar quarter in which Company acquired such Patent or Trademark) provide written notice to Wells Fargo.

3. Credit Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Wells Fargo pursuant to the Credit Agreement. Company hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Security Interest made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.

4. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of the general terms and conditions contained in Sections 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the Credit Agreement, *mutatis mutandis*.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Bentley Prince Street, Inc.  
14641 East Don Julian Road  
City of Industry, CA 91746  
Attn: Chief Financial Officer

BENTLEY PRINCE STREET, INC.

By: David Moore  
Print Name: David Moore  
Its: Chief Financial Officer

Wells Fargo Bank, National Association  
245 S. Los Robles Avenue, Suite 700  
Pasadena, California 91101  
Attn: Relationship Manager – Bentley Prince Street, Inc.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name:  
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Bentley Prince Street, Inc.  
14641 East Don Julian Road  
City of Industry, CA 91746  
Attn: Chief Financial Officer

BENTLEY PRINCE STREET, INC.

By: \_\_\_\_\_  
Print Name:  
Its:

Wells Fargo Bank, National Association  
245 S. Los Robles Avenue, Suite 700  
Pasadena, California 91101  
Attn: Relationship Manager – Bentley Prince  
Street, Inc.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

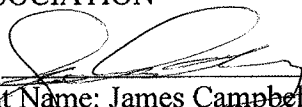
By:   
Print Name: James Campbell  
Its: Authorized Signatory

EXHIBIT A

UNITED STATES ISSUED PATENTS

<b>TITLE</b>	<b>COUNTRY</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>STATUS</b>	<b>PATENT NO</b>	<b>ISSUE DATE</b>	<b>OWNER/ ASSIGNEE</b>
METHOD AND SYSTEMS FOR MANIPULATION OF IMAGES OF FLOOR COVERINGS OR OTHER FABRICS	United States of America	8950479	14-Jun-99	Issued	6005969	21-Dec-99	Bentley Mills, Inc. (predecessor to Company)

EXHIBIT B

UNITED STATES TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Class/Description</b>
Bentley Prince Street, Inc.	USA	BENTLEY	Registered	73423968 May 2, 1983	1310199 Dec 18, 1984	27 Carpets, rugs, mats, matting, linoleums and non-textile wall hangings.
Bentley Prince Street, Inc.	USA	BENTLEY PRINCE STREET	Registered	78599482 Mar 31, 2005	3073401 Mar 28, 2006	27 Carpeting.
Bentley Prince Street, Inc.	USA	PRINCE STREET	Registered	75450808 Mar 16, 1998	2259160 Jul 6, 1999	27 Carpeting.
Interface, Inc. <sup>1</sup>	USA	ENCORERC	Registered	77599313 Oct 23, 2008	3798178 Jun 8, 2010	27 Carpet backing.

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<sup>1</sup> Record title will be transferred to Company after closing.