

12/20/2012



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Stylesheet Version v1.1

MRD 11/29/12

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor Name from Morgan Guaranty Trust Company of New York to Morgan Bank (Delaware) previously recorded on Reel 000620 Frame 0026. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triangle Pacific Corp.		09/09/1988	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Bank (Delaware)
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Association: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0266804	BRUCE
Registration Number:	1177288	BRUCE
Registration Number:	1268826	BRUCE
Registration Number:	1287111	BRUCE

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123108910
 Email: rachel.vigneaux@weil.com, brian.lee@weil.com
 Correspondent Name: Rachel Vigneaux
 Address Line 1: Weil Gotshal & Manges LLP
 Address Line 2: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

CH \$115.00 0266804

ATTORNEY DOCKET NUMBER:	17168.0040 - RACHEL VIGNE
NAME OF SUBMITTER:	Rachel Vigneaux
Signature:	/Rachel Vigneaux/
Date:	11/28/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

WHEREAS, TRIANGLE PACIFIC CORP., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain banks and Morgan Guaranty Trust Company of New York, as agent for such banks, are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, it is contemplated that some portion of the credit facilities granted under the Credit Agreement may be replaced with fixed rate indebtedness of the Grantor loaned by certain insurance companies and other financial institutions;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and Morgan Bank (Delaware), as Collateral Agent for Lenders referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Facilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby

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acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, any Trademark or Trademark registration referred to in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

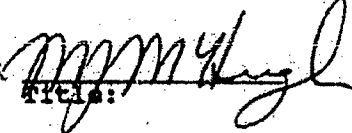
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this
Trademark Security Agreement to be duly executed by its
officer thereunto duly authorized as of the 9 day of
September, 1988.

TRIANGLE PACIFIC CORP.

By: 
Title:

Acknowledged:

MORGAN BANK (DELAWARE),
as Collateral Agent


Title: VICE PRESIDENT

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

On the 14th day of September, 1988, before me personally came Joseph M. McHugh, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Senior Executive Vice President of TRIANGLE PACIFIC CORP., who being by me duly sworn, did depose and say that he resides at 611 Hudson Ave. Rte. 1, Rte. 1; that he is Senior Executive Vice President of TRIANGLE PACIFIC CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

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Susan P. Pagan
Notary Public

[Seal]

My commission expires:

SUSAN P. PAGAN
Notary Public, State of New York
No. 0076218
Qualified in New York County
Certificate Filed in New York County
Commission Expires August 31, 1990

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>GOODS</u>
BRUCE	1,177,298	11/10/81	For cabinets and vanities
COUNTRY CASUAL	831,424	7/04/67	Cabinets
EVERBOND LP ADHESIVE	1,221,338	12/28/62	Adhesive
DARK 'N' RICH	1,289,488	8/07/84	Floor Wax
CLEAN 'N' STRIP	1,289,489	8/07/84	Floor Wax
BRUCE	1,268,826	3/06/84	Flooring adhesive
BRUCE	1,287,111	7/24/84	For furniture
VILLA NOVA PLANK	1,296,257	9/18/84	Flooring
CODE-A-MODULE	1,298,830	10/02/84	Unassembled Furniture
COLD-STIK	878,454	10/14/69	For mastic
EVERBOND	263,117	10/29/29	Adhesive
MUTSCHLER (Indiana)	5008-145	10/01/79	Cabinets
BRUCE	266,804	2/04/30	For oak flooring
TRIPAC	1,354,091	8/13/85	Cabinets
TAVERN	279,815	1/27/81	Flooring
FIRESIDE	279,816	1/27/81	Flooring
IXL	919,678	9/07/71	Cabinets

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RANCH PLANK	586,650	9/09/54	Flooring
CHATOOGA OAK	1,044,187	7/20/76	Cabinets
VILLAGE PLANK	1,079,894	12/20/77	Flooring
CUMBERLAND	1,079,895	12/20/77	Flooring
BRUCE	377,520	5/07/40	Flooring
DEL-MAR	788,159	4/13/65	Cabinets
HERITAGE SQUARE	701,190	12/14/87	Flooring
JACKSON SQUARE	1,478,721	3/01/88	Flooring
REGENCY	1,478,722	3/01/88	Flooring
CAMBRIDGE	1,478,723	3/01/88	Flooring
WESTMINSTER	1,478,720	3/01/88	Flooring
HOMESTEAD PLANK	1,479,644	3/08/88	Flooring
REUNION PLANK	1,479,643	3/08/88	Flooring
BRETON	1,479,642	3/08/88	Flooring
HARTFORD SQUARE	1,479,641	3/08/88	Flooring
CLAIRMONT	1,492,258	6/14/88	Flooring
OAKMONT	1,497,751	7/26/88	Flooring
EUROSTRIP	1,500,551	8/16/88	Flooring
HAMPTON PLANK	1,502,215	8/30/88	Flooring
SIERRA PLANK	1,502,216	8/30/88	Flooring

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TRADEMARK LICENSES

NONE

PENDING APPLICATIONS FOR REGISTRATION

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
CATHEDRAL	672,712	7/17/87
COUNTRY OAK	672,708	7/17/87
ESTATE	672,704	7/17/87
MONTEREY PLANK	701,195	12/04/87
STONE	701,191	12/14/87
HERITAGE SQUARE	701,190	12/14/87
DURA SATIN	705,627	1/14/88
DURA LUSTER	705,628	1/14/88
DARK 'N' RICH (prin reg)	713,324	2/25/88
CLEAN 'N' STRIP (prin reg)	713,325	2/25/88

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FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>GOODS</u>
BRUCE	TMLA/57384	9/01/72	Flooring
EVERBOND	210/45827	11/07/79	Adhesive

RECORDED
PATENT & TRADEMARK OFFICE

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[Signature]
COMMISSIONER OF PATENTS
AND TRADEMARKS OFFICE

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