

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Congoleum Corporation

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other: \_\_\_\_\_

Citizenship (see guidelines) Delaware

Execution Date(s) March 8, 2013

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Wells Fargo Bank, National Association

Internal  
Address: \_\_\_\_\_

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship

Other                       Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment                       Merger  
 Security Agreement               Change of Name

Other Amendment No. 1 to Trademark Collateral Assignment and Security Agreement recorded in USPTO on July 16, 2010 at Reel/Frame 004244/0852

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

SEE SCHEDULE A ANNEXED HERETO

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY                      Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

**6. Total number of applications and registrations involved:**

**10**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card                      Last 4 Numbers 1868

Expiration Date 06/15

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

**9. Signature:**



Signature

3/8/13

Date

Robert J. Gonnello  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. **9**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$265.00 8528911

SCHEDULE A TO RECORDATION FORM COVER SHEET TRADEMARKS ONLY

<u>Country</u>	<u>Trademark</u>	<u>AR&amp;E Ref. No.</u>	<u>Class</u>	<u>Goods</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
USA	AirStep Advantage	24064/0842	27	Plastic Floor	85/289,111	4/7/2011	--	--	Allowed
USA	AirStep Basix	24064/0839	27	Plastic Floor	85/110,021	8/18/2010	4,007,507	08/02/2011	Registered
USA	AirStep Journey	24064/0860	27	Plastic Floor	85/632,719	5/23/2012	--	--	Allowed
USA	AirStep Ultima	24064/0858	27	Plastic Floor	85/550,951	2/23/2012	--	--	Allowed
USA	DuraShake	24064/0855	27	Plastic Floor	85/490,473	12/8/2011	--	--	Allowed
USA	DuraSlate	24064/0856	27	Plastic Floor	85/490,454	12/8/2011	--	--	Allowed
USA	Forecast	24064/0852	27	Plastic Floor	85/487,035	12/5/2011	4,219,484	10/02/2012	Registered
USA	Kid Tuff Technology	24064/0847	27	Plastic Floor	85/380,930	7/26/2011	4,227,110	10/16/2012	Registered
USA	Quik Stik	24064/0848	17	Adhesive	85/411,475	8/31/2011	4,159,208	06/12/2012	Registered
USA	Structure	24064/0863	27	Plastic Floor	85/806,239	12/19/2012	--	--	Pending

AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO.1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of March 8, 2013, by and between CONGOLEUM CORPORATION, a Delaware corporation ("Borrower") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, Borrower has entered into financing arrangements with Lender pursuant to which Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Amended and Restated Loan and Security Agreement, dated as of July 10, 2010, by and between Borrower and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement);

WHEREAS, in connection with such financing arrangements, Borrower and Lender entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of July 1, 2010 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Trademark Security Agreement") and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on July 16, 2010 at Reel/Frame 004244/0852;

WHEREAS, pursuant to the Trademark Security Agreement, Borrower has, among other things, granted to Lender a security interest in all present and future Trademarks and Trademark applications of Borrower, together with certain related assets, and has agreed to execute and deliver to Lender all agreements and documents as requested by Lender to evidence the security interests of Lender therein;

WHEREAS, Borrower has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Borrower and Lender now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Interpretation. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement.

2. Amendments to Trademark Security Agreement.

a. Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

b. All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

c. All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

3. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Lender set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Borrower hereby confirms, reaffirms and restates its prior grant to Lender, and hereby grants to Lender, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), a continuing security interest in and general lien upon, and hereby collaterally assigns and transfers to Lender the following: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A to the Trademark Security Agreement and Exhibit A hereto; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or any licenses with respect thereto.

4. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 2 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.


5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

CONGOLEUM CORPORATION

By:   
Name: Sidharth Nayar  
Title: Chief Financial Officer & Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Steven Walfisch  
Title: Authorized Signatory

Amendment No. 1 to Trademark Agreement

TRADEMARK  
REEL: 004977 FRAME: 0447

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

CONGOLEUM CORPORATION

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Title: Chief Financial Officer & Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Steven Walfisch  
Title: Authorized Signatory

Amendment No. 1 to Trademark Agreement

TRADEMARK  
REEL: 004977 FRAME: 0448

EXHIBIT A  
TO  
AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF ADDITIONAL TRADEMARKS AND ADDITIONAL TRADEMARK  
APPLICATIONS

[SEE ATTACHED]



**Attachment #1  
Amendment No. 1 to Trademark Collateral Assignment and Security Agreement**

<u>Country</u>	<u>Trademark</u>	<u>ARI&amp;E Ref. No.</u>	<u>Class</u>	<u>Goods</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Canada	AirStep Advantage	24064/0843	N/A	Plastic Floor	1522979	4/8/2011	---	---	Allowed
Canada	AirStep Basix	24064/0840	N/A	Plastic Floor	1492950	8/19/2010	817,484	02/13/2012	Registered
Canada	AirStep Journey	24064/0861	N/A	Plastic Floor	1578321	5/18/2012	---	---	Published
Canada	AirStep Ultima	24064/0859	N/A	Plastic Floor	1565712	2/24/2012	---	---	Allowed
Canada	DuraShake	24064/0854	N/A	Plastic Floor	1555707	12/9/2011	---	---	Allowed
Canada	Forecast	24064/0851	N/A	Plastic Floor	1555063	12/6/2011	---	---	Allowed
Canada	Structure	24064/0862	N/A	Plastic Floor	1607927	12/19/2012	---	---	Pending
USA	AirStep Advantage	24064/0842	27	Plastic Floor	85/289,111	4/7/2011	---	---	Allowed
USA	AirStep Basix	24064/0839	27	Plastic Floor	85/110,021	8/18/2010	4,007,507	08/02/2011	Registered
USA	AirStep Journey	24064/0860	27	Plastic Floor	85/632,719	5/23/2012	---	---	Allowed
USA	AirStep Ultima	24064/0858	27	Plastic Floor	85/550,951	2/23/2012	---	---	Allowed
USA	DuraShake	24064/0855	27	Plastic Floor	85/490,473	12/8/2011	---	---	Allowed
USA	DuraSlate	24064/0856	27	Plastic Floor	85/490,454	12/8/2011	---	---	Allowed
USA	Forecast	24064/0852	27	Plastic Floor	85/487,035	12/5/2011	4,219,484	10/02/2012	Registered
USA	Kid Tuff Technology	24064/0847	27	Plastic Floor	85/360,930	7/26/2011	4,227,110	10/16/2012	Registered
USA	Quirk S8k	24064/0848	17	Adhesive	85/411,475	8/31/2011	4,159,208	06/12/2012	Registered
USA	Structure	24064/0863	27	Plastic Floor	85/806,239	12/19/2012	---	---	Pending

TRADEMARK