

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		10/01/2014	CORPORATION: NEW JERSEY
Amtico USA, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Burke Industries (Delaware), Inc.		10/01/2014	CORPORATION: DELAWARE
Dealers Supply North, Inc.		10/01/2014	CORPORATION: DELAWARE
Amtico Holdings USA, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Amtico Holdings USA Limited		10/01/2014	Private Limited Company: UNITED KINGDOM
Burke Custom Processing, Inc.		10/01/2014	CORPORATION: CALIFORNIA
Burke Flooring Products, Inc.		10/01/2014	CORPORATION: CALIFORNIA
Burke Industries, Inc.		10/01/2014	CORPORATION: CALIFORNIA
Burke Rubber Company, Inc.		10/01/2014	CORPORATION: CALIFORNIA
Burkeline Construction Company, Inc.		10/01/2014	CORPORATION: CALIFORNIA
Maneto, Inc.		10/01/2014	CORPORATION: DELAWARE
Maneto Tile LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Maneto (UK) 1 Limited		10/01/2014	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 139

Property Type	Number	Word Mark
Registration Number:	4168911	ABERDEEN
Registration Number:	3000313	ACTIONS SPEAK TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2972459	ADURA
Serial Number:	85934978	AMERICAN PRIDE
Registration Number:	4377463	AMERICAN PRIDE
Registration Number:	1656340	AQUALOC
Registration Number:	2217753	ARCHITEXTURES
Registration Number:	2929480	ARTCRAFT
Registration Number:	3857371	ASSURANCE SQUARED
Serial Number:	86320423	AURORA
Registration Number:	2987116	BENCHMARK
Registration Number:	2156493	BIOSPEC
Registration Number:	2586030	BRUSHWORK
Registration Number:	3740857	CACHE
Registration Number:	2952350	CALABRIA
Registration Number:	1471410	CALIFORNIA PLANK
Registration Number:	2998821	CAMEO
Registration Number:	3745255	CETERA
Registration Number:	3520517	CHOICES THAT WORK
Registration Number:	2244463	CLEARTAC
Serial Number:	85428927	COASTLINE
Serial Number:	85428937	COASTLINE FLEXIBLE TS ROLL COVE BASE
Serial Number:	85814509	COLORFIELDS
Registration Number:	2753872	COLORPOINT
Registration Number:	3781994	COLORSPEC
Registration Number:	3781993	COLORSCAPE
Registration Number:	2349062	COMFORTBARRIER
Registration Number:	3994393	CONNECTSTEP
Registration Number:	2944480	COORDINATIONS
Registration Number:	2530604	COREWELD
Registration Number:	4238728	CORNER READY BY BURKE
Registration Number:	2011611	CUSTOMSPEC II
Registration Number:	1932180	DELTABAC
Registration Number:	1389932	DESIGN CENTER
Registration Number:	3895880	DESIGNER ESSENTIALS
Registration Number:	3825790	DIAMOND BAY
Registration Number:	4265120	DISSOLVE
Registration Number:	4113154	DURATION
Registration Number:	4123973	EARTHLY ELEMENTS
Registration Number:	3734938	EDGE EFFECTS
Registration Number:	3994392	EDGEGUARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3994382	EFFECTUAL
Registration Number:	3992701	ENFORCER
Serial Number:	85326280	ENLIGHTEN
Serial Number:	85172430	EPX PREMIUM PERFORMANCE NYLON
Registration Number:	2988747	FINE FIELDS
Registration Number:	4272671	FRÉ LOCK
Serial Number:	86307875	GFT
Registration Number:	3745254	ICONIC
Registration Number:	2486039	ICORE
Serial Number:	77568530	ILLUSION
Registration Number:	2731127	INFINITY
Serial Number:	86219014	INFUSION
Registration Number:	2905418	INSIGHT
Registration Number:	2947519	INSPIRATIONS
Registration Number:	3707758	INTEGRA HP
Serial Number:	86125473	JETSET
Registration Number:	3009181	JUMPSTART
Registration Number:	2898770	LIFELINES
Registration Number:	3955783	LOCKSOLID TECHNOLOGY
Registration Number:	3537712	LOOP
Registration Number:	1734993	MACRO-TEC
Registration Number:	2835231	M MANNINGTON
Registration Number:	3916809	M MANNINGTON
Registration Number:	2381790	MAGNA MULTIFLEC
Registration Number:	1310196	MANNINGTON
Registration Number:	1563368	MANNINGTON
Registration Number:	2592420	NATURE FORM
Registration Number:	2198971	NATUREFORM
Registration Number:	2466669	NATUREFORM
Registration Number:	3230776	NATURE'S PATHS
Registration Number:	3101175	OPERA
Registration Number:	3643960	OPTICEDGE
Registration Number:	3752979	OPTIMUM EDGE
Registration Number:	3299611	PALERMO STONE
Registration Number:	4029124	PREMIUM EDGE
Registration Number:	3481889	PRIMUS
Registration Number:	4050171	PROGRESSIONS
Registration Number:	3636927	PROSHIELD
Registration Number:	3481179	QUANTUM GUARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1876013	QUICKSILVER
Registration Number:	4265119	RAINFALL
Registration Number:	2870305	REALITIES
Registration Number:	3369815	RELAY
Registration Number:	3929637	RESET
Registration Number:	3499938	REVOLVE
Registration Number:	2911513	SAVONA
Registration Number:	3753634	SCRATCH RESIST
Registration Number:	3642935	SOBELLA
Registration Number:	3163867	SAFEWALKS
Registration Number:	3743108	SOPHISTICATE
Registration Number:	3381258	STAND ON A BETTER WORLD AWARDS
Registration Number:	2963519	TEATRO
Registration Number:	2915903	TEXTURE-TWIST
Registration Number:	1954127	ULTRA-BAC
Registration Number:	3640819	V2TECH
Registration Number:	2840930	VALUE LOCK
Registration Number:	2549674	VEGA III
Registration Number:	2911512	VESUVIO
Registration Number:	3291415	XGUARD
Registration Number:	3722978	WHISPER 3N1
Serial Number:	86188791	XPRESSSTEP
Serial Number:	77865554	REWIND
Serial Number:	85640631	SYMBIO
Serial Number:	85463401	TEXO
Serial Number:	85926719	TOUCHSTONE
Serial Number:	86075126	TRUPLANK
Registration Number:	2622977	MANNINGTON
Registration Number:	3683429	MANNINGTON CERAMIC
Registration Number:	1873006	MANNINGTON COMMERCIAL
Registration Number:	2578021	MANNINGTON COMMERCIAL
Registration Number:	2654332	MANNINGTON COMMERCIAL
Registration Number:	3799474	MANNINGTON COMMERCIAL
Registration Number:	2241023	MANNINGTON NATURALS
Registration Number:	2792615	MANNINGTON PORCELAIN TILE
Registration Number:	4335654	MANNINGTON QUANTUM NYLON
Registration Number:	3130289	MANNINGTON REVOLUTIONS
Registration Number:	3859811	MANNINGTON WORKS
Registration Number:	3731771	MANNINGTON XPRESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4324436	MARBHD
Registration Number:	3772648	MARQUEE
Registration Number:	3929657	MCARE
Registration Number:	3552093	M-GUARD
Registration Number:	1063868	BURKE INDUSTRIES
Registration Number:	1339210	BURKEBASE
Registration Number:	1372591	DOCKSIDERS
Registration Number:	3835612	ECOFITNESS
Registration Number:	3234504	ECOSCORE
Registration Number:	1188755	ENDURA
Registration Number:	1787537	FLECKSIBLES
Registration Number:	1355586	MAXXI-TREAD
Registration Number:	1851494	MERCER
Registration Number:	1518089	ROULEAU
Registration Number:	1651500	RUBBERMYTE
Registration Number:	3359028	STEP-BOND
Registration Number:	1829424	UNI-COLOR
Registration Number:	3359093	UNI-STEP
Registration Number:	1737636	VAC-Q-ROOF
Registration Number:	2605843	SOLIDPOINT

CORRESPONDENCE DATA

Fax Number: 2123037064

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00154

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 10/02/2014

Total Attachments: 23

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made and entered into as of October 1, 2014, by the Grantors listed on the signature pages hereto (each, a "Grantor" and collectively, "Grantors"), in favor of Royal Bank of Canada, in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, each Grantor is the owner of certain trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, has rights under or interests in certain trademark license agreements or service mark license agreements with other parties and has an interest in other trademark rights and other items related to the foregoing;

WHEREAS, Mannington Mills, Inc., a New Jersey corporation ("MMI"), Amtico USA, LLC, a Delaware limited liability company ("Amtico USA"), Burke Industries (Delaware), Inc., a Delaware corporation ("BI (DE)"), Dealers Supply North, Inc., a Delaware corporation ("DSN"), the Guarantors party thereto, the Lenders and the Agent, have entered into that certain Credit Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), in which among other things, the Guarantors agreed to guarantee the full payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, MMI, Amtico USA, BI (DE), DSN, the other Grantors party thereto and the Agent are parties to that certain Security Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which among other things, the Grantors agreed to grant a continuing security interest in, lien on, assignment of and right to set off against all Collateral (as defined in the Security Agreement); and

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and Agent to enter into the Credit Agreement, and to make Loans to MMI and the other Borrowers thereunder and make other financial accommodations, the Grantors hereby agree, for the benefit of Agent and the ratable benefit of the Secured Parties under the Credit Agreement, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(c) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Trademark Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Agent and the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantors’:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantors’ rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, service marks, registered service marks, service mark applications and goodwill, together with the other items described in clauses (i)-(iv) in this paragraph 4(a), are hereinafter individually and/or collectively referred to as the “Trademarks”);

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, the trademark license agreements and service mark license agreements relating to the manufacturing process listed on Schedule A attached hereto and made a part hereof, together with all renewals thereof and any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantors and now or hereafter covered by any such licenses (all of the foregoing are hereinafter referred to collectively as the “Licenses”); and

(c) all other trademark and service mark rights and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records describing or used in connection with any and all such rights, interests, assets or property (any or all of the foregoing are hereinafter referred to collectively as “Other Trademark Rights”).

5. Restrictions on Future Agreements. Grantors will not (i) enter into any agreement, including, without limitation, any agreement in which Grantors agree to sell or assign its interest in, or grant any license under, any of the Trademarks, Licenses or Other Trademark Rights, (a) which could reasonably be expected to have a Material Adverse Effect; provided that no Event of Default shall have occurred and be continuing and (b) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing, and each Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Trademark Security Agreement or the rights associated with those Trademarks, Licenses or Other Trademark Rights, or (ii) sell, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license, alienate, assign its interest in, or grant any license under any of the Trademarks, Licenses or Other Trademark Rights

except as expressly permitted under the Credit Agreement; provided, however, that such Grantor shall have the right to license the use of the Trademarks in the ordinary course of its business.

6. New Trademarks, Licenses and Other Trademark Rights. Each Grantor represents and warrants that (a) the Trademarks and Licenses listed on Schedule A of this Trademark Security Agreement include substantially all of the registered trademarks, trademark applications, registered service marks and service mark applications and manufacturing process Licenses now owned by such Grantor, (b) to its actual knowledge, the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (c) to its actual knowledge, each of the issued Trademarks is valid and enforceable; (d) to its actual knowledge, there is no infringement by others of the issued Trademarks and (e) no liens, claims or security interests have been granted by such Grantor to any Person in such Trademarks, Licenses and Other Trademark Rights, other than to Agent under the Credit Agreement. If, prior to the termination of this Trademark Security Agreement, any Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, (ii) become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or Other Trademark Rights, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Each Grantor shall give to Agent prompt written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence. Each Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks, service mark applications, trademark license agreements or service mark license agreements or license renewals (with regards to trademark or service mark licenses, relating to the manufacturing process), whether as licensee or licensor, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Each Grantor hereby agrees that the use by Agent on behalf of the Secured Parties of the Trademarks, Licenses and Other Trademark Rights as authorized hereunder in connection with the exercise of its remedies under paragraph 15 hereof, pursuant to Section 9.10 of the Credit Agreement or pursuant to Section 23 of the Security Agreement shall be coextensive with Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantors.

8. Right to Inspect. Agent may at all reasonable times (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at Grantors' expense) and extracts from and inspect Grantors' premises and examine Grantors' books, records and operations relating to the Trademarks, Licenses and Other Trademark Rights, including, without limitation, Grantors' quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Grantors' ordinary business operations. From and after the occurrence of an Event of Default, each Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by any Grantor under the Trademarks, Licenses or Other Trademark Rights or in connection with which such Trademarks, Licenses or Other Trademark Rights are used. Each Grantor agrees not to change the quality of such products in any material adverse respect except (i) as necessary in its reasonable business judgment; provided that no Event of Default shall have occurred and be continuing or (ii) with Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Trademark Security Agreement is made for collateral security purposes only. This Trademark Security Agreement shall create a continuing security interest in the Trademarks, Licenses and Other Trademark Rights and shall remain in full force and effect until the payment in full of all of the Obligations and termination of the Credit Agreement. Upon payment in full of all of the Obligations and termination of the Credit Agreement, this Trademark Security Agreement shall terminate and Agent shall promptly execute and deliver to Grantors, at Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Licenses and Other Trademark Rights, subject to any disposition thereof which may have been made by Agent pursuant to this Trademark Security Agreement, the Security Agreement or the Credit Agreement.

10. Duties of Grantors. Each Grantor shall have the duty, to the extent desirable in the normal conduct of Grantors' business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Trademark Security Agreement, (ii) make application for trademarks or service marks and (iii) use commercially reasonable efforts to maintain in full force and effect the Trademarks, Licenses and Other Trademark Rights that are or shall be necessary or economically desirable in the operation of Grantors' business. Each Grantor further agrees not to abandon any Trademarks or (except in the ordinary course of Grantors' business) License (x) if such event could reasonably be expected to have a Material Adverse Effect; provided that no Event of Default shall have occurred and be continuing and (y) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing. Any expenses incurred in connection with the foregoing shall be borne by Grantors.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Licenses and Other Trademark Rights and, if Agent shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, Attorney Costs).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Trademark Security Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between such Grantor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantors contained in this Trademark Security Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Grantors specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

14. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence of an Event of Default, each Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in such Grantor's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Licenses or Other Trademark Rights, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Licenses or Other Trademark Rights to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Licenses (to the extent permitted under such License) or Other Trademark Rights to anyone on commercially reasonable terms, (iv) revise, update, amend, complete, file or record the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto, as Agent may determine to be necessary or desirable to assign or otherwise transfer the Trademarks, Licenses and Other Trademark Rights covered by this Trademark Security Agreement to any Person, including, without limitation, Agent or any Secured Party and (v) take any other actions with respect to the Trademarks, Licenses or Other Trademark Rights as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (i), (ii), (iii), (iv), or (v) of this paragraph 15 without taking like action with respect to the entire goodwill of Grantors' business connected with the use of, and symbolized by, such Trademarks, Licenses or Other Trademark Rights. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Credit Agreement shall have been terminated. Each Grantor acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks, Licenses or Other Trademark Rights may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Part 6 of Article 9 of the UCC with respect to the Trademarks, Licenses and Other Trademark Rights, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Licenses and Other Trademark Rights to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments (in addition to the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto) as may be necessary, in Agent's determination, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Licenses and Other Trademark Rights, whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Trademark Security Agreement, the Credit Agreement and any other Loan Document.

16. Successors and Assigns. This Trademark Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a

successor or assignee of such Grantor; provided, however, that Grantors shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. Submission to Jurisdiction. Each Grantor and each other party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Trademark Security Agreement or any other Loan Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction in the courts of any jurisdiction in connection with the exercise of any rights under any Security Document.

18. Venue. Each Grantor and each other party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in Paragraph 17 above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

19. Service of Process. Each Grantor and each other party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than telecopier) in Section 10.01 of the Credit Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law.

20. WAIVER OF Jury TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

21. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

22. Agent's Duty. Agent shall not have any duty with respect to the Trademarks, Licenses or Other Trademark Rights. Without limiting the generality of the foregoing, Agent shall not be

under any obligation to take any steps necessary to preserve rights in the Trademarks, Licenses or Other Trademark Rights against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Grantors and added to the Obligations secured hereby.

23. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

24. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

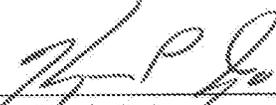
25. Further Assurances. Each Grantor hereby covenants and agrees that it shall execute and deliver such documents and instruments, and hereby authorizes Agent, in its own name or on behalf of Grantors, to execute and deliver such documents and instruments, at Grantors' expense, as Agent deems necessary or proper to give effect to the provisions of this Trademark Security Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANNINGTON MILLS, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Senior Vice President -- Treasury,
Risk & Administration

AMTICO USA, LLC,
as a Grantor

By: 
Name: Kevin P. Igo
Title: President

BURKE INDUSTRIES (DELAWARE), INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Assistant Secretary & Treasurer

DEALERS SUPPLY NORTH, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Secretary & Treasurer

AMTICO HOLDINGS USA, LLC,
as a Grantor

By: 
Name: Kevin P. Igo
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005373 FRAME: 0481

AMTICO HOLDINGS USA LIMITED,
as a Grantor

By: 
Name: Kevin P. Igo
Title: Director

BURKE CUSTOM PROCESSING, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Assistant Secretary & Treasurer

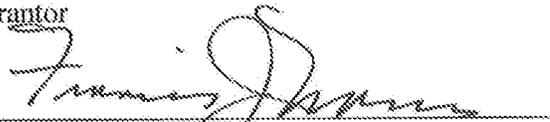
BURKE FLOORING PRODUCTS, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Assistant Secretary & Treasurer

BURKE INDUSTRIES, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Assistant Secretary & Treasurer

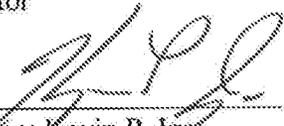
BURKE RUBBER COMPANY, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Assistant Secretary & Treasurer

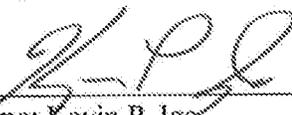
BURKELINE CONSTRUCTION
COMPANY, INC.,
as a Grantor

By: 
Name: Francis J. Norris
Title: Assistant Secretary & Treasurer

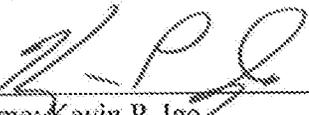
MANETO, INC.,
as a Grantor

By: 
Name: Kevin P. Igo
Title: President

MANETO TILE LLC,
as a Grantor

By: 
Name: Kevin P. Igo
Title: Operating Manager

MANETO (UK) 1 LIMITED,
as a Grantor

By: 
Name: Kevin P. Igo
Title: Director

ROYAL BANK OF CANADA,
as Agent

By: 
Name: _____
Title: Ann Hurley
Manager, Agency

Schedule A
to
Trademark Security Agreement

Registered Trademarks

U.S. Trademarks

Mannington Mills, Inc.

MARK	Reg/*Ser No.	8/15/Renewal Date
ABERDEEN	4168911	Jul. 3, 2018
ACTIONS SPEAK	3000313	Sep. 27, 2015
ADURA	2972459	Jul. 19, 2015
AMERICAN PRIDE	*85934978	
AMERICAN PRIDE	4377463	Jul. 30, 2019
AQUALOC	1656340	Jul 26, 2021
ARCHITEXTURES	2217753	Jun 19, 2015
ARTCRAFT	2929480	Mar 1, 2015
ASSURANCE SQUARED	3857371	Oct. 5, 2020
AURORA	*86320423	
BENCHMARK	2987116	Aug 23, 2015
BIOSPEC	2156493	Jun 24, 2018
BRUSHWORK	2586030	Jun 25, 2012
CACHE	3740857	Jan 25, 2015
CALABRIA	2952350	May 17, 2015
CALIFORNIA PLANK	1471410	May 16, 2018
CAMEO	2998821	Sep 20, 2015
CETERA	3745255	Feb 2, 2015
CHOICES THAT WORK	3520517	Oct 21, 2014
CLEARTAC	2244463	Jun 23, 2018
*COASTLINE	*85428927	
*COASTLINE FLEXIBLE TX ROLL COVE BASE	*85428937	
*COLORFIELDS	*85814509	
COLORPOINT	2753872	Jan. 19, 2023
COLORSCAPE	3781993	Apr 27, 2015
COLORSPEC	3781994	Apr 27, 2015
COMFORTBARRIER	2349062	Apr 12, 2020
CONNECTSTEP	3994393	Jul 12, 2016
COORDINATIONS	2944480	Apr 26, 2015
COREWELD	2530604	Jan 12, 2022
CORNER READY BY BURKE	4238728	Nov. 6, 2018
CUSTOMSPEC II	2011611	Apr 28, 2015
DELTABAC	1932180	Oct 31, 2015
DESIGN CENTER	1389932	Apr 15, 2016
DESIGNER ESSENTIALS	3895880	Dec 28, 2015

DIAMOND BAY	3825790	Jul 27, 2015
DISSOLVE	4265120	Dec. 25, 2018
DURATION	4113154	Mar. 13, 2018
EARTHLY ELEMENTS	4123973	Apr. 10, 2018
EDGE EFFECTS	3734938	Jan 5, 2015
EDGEGUARD	3994392	Jul 12, 2016
EFFECTUAL	3994382	Jul 12, 2016
ENFORCER	3992701	Jul 12, 2016
*ENLIGHTEN	*85326280	
*EPX PREMIUM PERFORMANCE NYLON	*85172430	
FINE FIELDS	2988747	Aug 30, 2015
FRE LOCK	4272671	Jan 8, 2019
*GFT	*86307875	
ICONIC	3745254	Feb 2, 2015
ICORE	2486039	Sep 4, 2021
ILLUSION	77568530	
INFINITY	2731127	Mar. 21, 2023
*INFUSION	*86219014	
INSIGHT	2905418	Nov 30, 2014
INSPIRATIONS	2947519	May 10, 2015
INTEGRA HP	3707758	Nov 10, 2014
*JETSET	*86125473	
JUMPSTART	3009181	Oct 25, 2015
LIFELINES	2898770	Nov 2, 2014
LOCKSOLID TECHNOLOGY	3955783	May 3, 2016
LOOP	3537712	Sep 23, 2018
MACRO-TEC	1734993	Dec 20, 2022
 MANNINGTON	2835231	May 1, 2024
 MANNINGTON	*3916809	Feb 8, 2017
MAGNA MULTIFLEC	2381790	Mar 1, 2020
MANNINGTON	1310196	Jul 8, 2024
MANNINGTON	1563368	Oct 19, 2019
MANNINGTON	2622977	Sep 24, 2012
MANNINGTON CERAMIC	3683429	Sep 15, 2014
MANNINGTON COMMERCIAL	1873006	Dec 7, 2014
MANNINGTON COMMERCIAL	2578021	Jun 11, 2012
MANNINGTON COMMERCIAL	2654332	Nov 26, 2012
MANNINGTON COMMERCIAL	3799474	Jun 8, 2015
MANNINGTON NATURALS	2241023	Nov 4, 2018
MANNINGTON PORCELAIN TILE	2792615	Jun 7, 2023
MANNINGTON QUANTUM NYLON	4335654	May 14, 2019
MANNINGTON REVOLUTIONS	3130289	Aug 15, 2016
MANNINGTON WORKS	3859811	Oct 12, 2015
MANNINGTON XPRESS	3731771	Dec 29, 2014
MARBHD	4324436	Apr 23, 2019
MARQUEE	3772648	Apr 6, 2015
MCARE	3929657	Mar 8, 2016

M-GUARD	3552093	Dec 23, 2014
NATURE FORM	2592420	Jul 12, 2022
NATUREFORM	2198971	Oct 18, 2018
NATUREFORM	2466669	Jun 27, 2021
NATURE'S PATHS	3230776	Apr 17, 2017
OPERA	3101175	Jun 6, 2016
OPTICEDGE	3643960	Jun 23, 2015
OPTIMUM EDGE	3752979	Feb 23, 2015
PALERMO STONE	3299611	Sep 25, 2017
PREMIUM EDGE	4029124	Sep 20, 2016
PRIMUS	3481889	Aug 5, 2018
PROGRESSIONS	4050171	Nov 1, 2016
PROSHIELD	3636927	Jun 9, 2015
QUANTUM GUARD	3481179	Aug 5, 2018
QUICKSILVER	1876013	May 26, 2018
RAINFALL	4265119	Dec 25, 2018
REALITIES	2870305	Aug 4, 2024
RELAY	3369815	Jan 15, 2018
RESET	3929637	Mar 8, 2016
REVOLVE	3499938	Sep 9, 2018
*REWIND	*77865554	
SAFEWALKS	3163867	Oct 24, 2016
SAVONA	2911513	Dec 14, 2014
SCRATCH RESIST	3753634	Mar 2, 2015
SOBELLA	3642935	Jun 23, 2015
SOLIDPOINT	2605843	Aug 7, 2022
SOPHISTICATE	3743108	Jan 26, 2015
STAND ON A BETTER WORLD AWARDS	3381258	Feb 12, 2018
*SYMBIO	*85640631	
TEATRO	2963519	Jun 21, 2015
*TEXO	85463401	
TEXTURE-TWIST	2915903	Jan 4, 2015
*TOUCHSTONE	*85926719	
*TRUPLANK	*86075126	
ULTRA-BAC	1954127	Jan 26, 2016
V2TECH	3640819	Jun 16, 2015
VALUE LOCK	2840930	May 8, 2024
VEGA III	2549674	Mar 27, 2022
VESUVIO	2911512	Dec 14, 2014
XGUARD	3291415	Sep 11, 2017
WHISPER 3N1	3722978	Dec 8, 2015
*XPRESSSTEP	*86188791	

Burke Industries (Delaware), Inc.

BURKE INDUSTRIES (STYLIZED), Reg. 1063868
BURKEBASE, Reg. 1339210

DOCKSIDERS (STYLIZED), Reg. 1372591
ECOFITNESS, Reg. 3835612
ECOSCORE (AND DESIGN), Reg. 3234504
ENDURA, Reg. 1188755
FLECKSIBLES, Reg. 1787537
MAXXI-TREAD, Reg. 1355586
MERCER, Reg. 1851494
ROULEAU, Reg. 1518089
RUBBERMYTE, Reg. 1651500
STEP-BOND, Reg. 3359028
UNI-COLOR, Reg. 1829424
UNI-STEP, Reg. 3359093
VAC-Q-ROOF, Reg. 1737636

Foreign Trademarks

Mannington Mills, Inc.

ARGENTINA:

MANNINGTON (AND DESIGN), Reg. 1836077
M MANNINGTON (AND DESIGN), Reg. 2100135
MANNINGTON, Reg. 2263128
M MANNINGTON (AND DESIGN), Reg. 2483330

AUSTRALIA

M MANNINGTON (AND DESIGN), Reg. A544026
M MANNINGTON (AND DESIGN), Reg. 1283957

BOLIVIA

MANNINGTON, Reg. 70476-C

BRAZIL

MANNINGTON (AND DESIGN), Reg. 821723138

CANADA

ABRUZZO, Reg. 684048
AMERICAN RUSTICS, Reg. 638177
ARCHITEXTURES, Reg. 529465
ARCHITEXTURES GEO, Reg. 535645
ARNO, Reg. 634149
AURORA, Reg. 311387
BENCHMARK, Reg. 597561
BOTICELLI, Reg. 634620
BOTTOM LINE, Reg. 605292
BRONZE SERIES, Reg. 523490

BRUSHWORK, Reg. 584184
CALABRIA, Reg. 643470
CATANIA, Reg. 634766
CLEAN GETAWAY, Reg. 625129
COLORPOINT, Reg. 636145
COMFORTBARRIER, Reg. 534550
COREWELD, Reg. 590222
CORTONA, Reg. 633695
DESIGNER ESSENTIALS, Reg. 572922
DIANA, Reg. 623982
DONATELLO, Reg. 623338
DURASTAR, Reg. 521096
ENTREVES, Reg. 633352
FRA ANGELICA, Reg. 623407
FRANCESCA, Reg. 623317
GOLD SERIES, Reg. 517248
GUARDIAN, Reg. 653341
IBACK, Reg. 556382
I-BEAM BACKING, Reg. 655102
ICORE, Reg. 578693
ICORE (STYLIZED), Reg. 616616
INNERCORE, Reg. 670424
INSIGHT, Reg. 661908
LIPARI, Reg. 634755
LUMINESSE, Reg. 598033
MAGELLAN OAK, Reg. 595320
MAGNA, Reg. 555623
MAGNA MICAFLEC, Reg. 578704
MAGNA MULTIFLEC, Reg. 575962
MANNINGTON, Reg. 335482
M MANNINGTON (DESIGN), Reg. 455974
MANNINGTON LAMINATE FLOORS (& DESIGN), Reg. 533455
MANNINGTON NATURALS, Reg. 526926
MANNINGTON VILLA, Reg. 551608
MASSERIA, Reg. 634613
NATURAL MANOR, Reg. 555109
NATURAL VILLAGE, Reg. 557017
NATURE FORM REFLECTIVES, Reg. 597824
NATUREFORM, Regs. 554187, 562491 and 635647
NATUREFORM TEXTURES, Reg. 597560
NATURESCAPE, Reg. 546361
NATURE'S CHOICE, Reg. 597704
PARMA, Reg. 698657
PERUGIA, Reg. 634869
PRO BAC, Reg. 336487
PROESSENTIALS, Reg. 533452
RAVENNA, Reg. 634732
SAVONA, Reg. 633946
SEE AND FEEL THE DIFFERENCE, Reg. 585171
SILVER SERIES, Reg. 521722
SNAP&FIT, Reg. 566566

SOLIDPOINT, Reg. 591136
TRADITIONAL COLLECTION, Reg. 563440
TRADITIONAL MANOR, Reg. 556827
TRADITIONAL VILLAGE, Reg. 557016
TUSCAN VALLEY, Reg. 623462
VALUE LOCK, Reg. 644685
VEGA, Reg. 322793
VEGA II, Reg. 429485
VEGA III, Reg. 581643
VESUVIO, Reg. 634754
VIEWPOINT, Reg. 620715
WHAT'S NEXT IN FLOORING, Reg. 606953

CHILE

MANNINGTON, Reg. 510641 and 652510
INDIAN HEAD DESIGN, Reg. 391636
WELLCO, Reg. 545670

CHINA

MANNINGTON, Reg. 1504925
MANNINGTON, Reg. 7115572

GUATEMALA

M MANNINGTON (& DESIGN), Reg. 112496

HONG KONG

M MANNINGTON (& DESIGN), Reg. 200010078
M MANNINGTON (& DESIGN), Reg. 200010058

INDIA

MANNINGTON (& DESIGN), Reg. 1941881

JAPAN

MANNINGTON (& DESIGN), Reg. 04394508
MANNINGTON, Reg. 04394507
MANNINGTON (STYLIZED), Reg. 2557719

KOREA

M MANNINGTON (& DESIGN), Reg. 496916
M MANNINGTON (& DESIGN), Reg. 235102

MEXICO

M MANNINGTON (& DESIGN), Reg. 724707

MANNINGTON, Reg. 724708

PARAGUAY

MANNINGTON (& DESIGN), Reg. 221482

PERU

MANNINGTON, Reg. 32611

SAUDI ARABIA

MANNINGTON (& DESIGN), Reg. 522182

SINGAPORE

M MANNINGTON (& DESIGN), Reg. T99/05059Z
MANNINGTON, Regs. T99/05061A and T99/14976F
MANNINGTON (& DESIGN), Reg. T99/14975H

TAIWAN

M MANNINGTON (& DESIGN), Reg. 931842
MANNINGTON, Reg. 937111
MANNINGTON, Reg. 961003
MANNINGTON (& DESIGN), Reg. 966215

UNITED ARAB EMIRATES

M MANNINGTON (& DESIGN), Reg. 27091

License Agreements

Grantor as Licensee

Mannington Mills, Inc.

12/31/02 – E.I. DuPont de Nemours and Company TEFLON trademark license

9/8/03 – E.I. DuPont de Nemours and Company STAINMASTER trademark license

3/31/06 – License from DuPont for resilient products using DuPont trademark

7/1/06 – Trademark license from Invista to use STAINMASTER mark, amended 12/21/2007

Grantor as Licensor

Mannington Mills, Inc.

2/7/05 – Losetas Asfálticas, S.A. de S.V. (Vinylasa) Supply Agreement with Trademark License for vinyl composition tile products

3/10/05 – Pharr Yarns, LLC Supply Agreement with Trademark License for yarn processing

2/12/09 – Trademark License to Elegant Living for wood products sold under the Mannington name in China, Hong Kong and Taiwan

5/6/10 (amended 6/24/2010) - – Novalis Holdings Ltd. Manufacturing and Trademark License Agreement for sole purpose of manufacture, production, labeling, sale, and advertising of luxury vinyl flooring products

Maneto, Inc.

3/10/05 – Pharr Yarns, LLC Supply Agreement with Trademark License for yarn processing

Burke Industries (Delaware), Inc.

1. License Program Certificate dated as of August 2, 2006, by and between CA, Inc. ("CA") and Burke Industries (Delaware), Inc.
2. Purchase Order Terms and Agreement dated February 2006, by and between CA and Burke Industries (Delaware), Inc. (the "CA Purchase Order").
3. Burke Industries (Delaware), Inc. has a license to use the Purchasing Quick Receiver software, pursuant to an Invoice dated as of June 8, 2007, by and between Burke Industries (Delaware), Inc. and Midrange Software, Inc.
4. Pursuant to the Salesforce Agreement (as defined herein), Burke Industries (Delaware), Inc. has a non-exclusive, non-transferable worldwide right to use Salesforce.com's online service and offline components.
5. Burke Industries (Delaware), Inc. has a license to use the CISCO Smartnet software, pursuant to an invoice dated June 11, 2007 to Skyline Advanced Technology Services.
6. Burke Industries (Delaware), Inc. has licenses to use certain software produced by Symantec Corp.
7. Burke Industries (Delaware), Inc. has a non-exclusive, non-transferable and non-assignable right to install the Trend Micro PC-illin Internet Security 2007 software, pursuant to an End User License Agreement dated August 2006, by and between Trend Micro Incorporated and Burke Industries (Delaware), Inc.
8. Pursuant to a supply agreement (the "Supply Agreement") entered into in November 2004, by and between a customer of Burke DE (the "Customer") and Burke DE, Burke DE has a limited license to reproduce the "Buyer Marks" (as defined in the Supply Agreement).
9. Pursuant to a Distribution Agreement dated as of April 3, 1993, by and between Burke Industries (Delaware), Inc. (using the name of "Burke Rubber Company") and Allied Building Products Corp. ("Allied"), Burke Industries (Delaware), Inc. has granted a limited license to Allied to use the "Burkeline" registered trademark in Allied's advertising and promotional material of Burkeline Roofing Products.
10. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Bradco Supply ("Bradco"), Burke Industries (Delaware), Inc. has granted a limited license to Bradco to use the "Burkeline" registered trademark in Bradco's advertising and promotional material of Burkeline Roofing Products.
11. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and CC Supply Corp. ("CCSC"), Burke Industries (Delaware), Inc. has granted a limited license to CCSC to use the "Burkeline" registered trademark in CCSC's advertising and promotional material of Burkeline Roofing Products.
12. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Inter Mountain Supply ("Inter Mountain"), Burke Industries (Delaware), Inc. has granted a limited license to Inter Mountain to use the "Burkeline" registered trademark in Inter Mountain's advertising and promotional material of Burkeline Roofing Products.

13. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Mac Arthur Company (“Mac Arthur”), Burke Industries (Delaware), Inc. has granted a limited license to Mac Arthur to use the “Burkeline” registered trademark in Mac Arthur’s advertising and promotional material of Burkeline Roofing Products.
14. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Roofers Supply (“Roofers”), Burke Industries (Delaware), Inc. has granted a limited license to Roofers to use the “Burkeline” registered trademark in Roofers’ advertising and promotional material of Burkeline Roofing Products.
15. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Advanced Roofing Technologies (“Advanced Roofing”), Burke Industries (Delaware), Inc. has granted a limited license to Advanced Roofing to use the “Burkeline” registered trademark in Advanced Roofing’s advertising and promotional material of Burkeline Roofing Products.
16. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and All Weather Roof Products (“All Weather”), Burke Industries (Delaware), Inc. has granted a limited license to All Weather to use the “Burkeline” registered trademark in All Weather’s advertising and promotional material of Burkeline Roofing Products.
17. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Chris Sennott (“Sennott”), Burke Industries (Delaware), Inc. has granted a limited license to Sennott to use the “Burkeline” registered trademark in Sennott’s advertising and promotional material of Burkeline Roofing Products.
18. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Creative Exterior Materials (“Creative”), Burke Industries (Delaware), Inc. has granted a limited license to Creative to use the “Burkeline” registered trademark in Creative’s advertising and promotional material of Burkeline Roofing Products.
19. Pursuant to a Distribution Agreement dated as of January 1, 2007, by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Dave Kauffman (“Kauffman”), Burke Industries (Delaware), Inc. has granted a limited license to Kauffman to use the “Burkeline” registered trademark in Kauffman’s advertising and promotional material of Burkeline Roofing Products.
20. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Fitzsimon (“Fitzsimon”), Burke Industries (Delaware), Inc. has granted a limited license to Fitzsimon to use the “Burkeline” registered trademark in Fitzsimon’s advertising and promotional material of Burkeline Roofing Products.
21. Pursuant to a Distribution Agreement dated as of January 3, 2000, by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Greg Ludlow and Assoc. L.L.C. (“Ludlow”), Burke Industries (Delaware), Inc. has granted a limited license to Ludlow to use the “Burkeline” registered trademark in Ludlow’s advertising and promotional material of Burkeline Roofing Products.

22. Pursuant to a Distribution Agreement dated as of September 7, 1989, by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Pacific West Representatives (“Pacific”), Burke Industries (Delaware), Inc. has granted a limited license to Pacific to use the “Burkeline” registered trademark in Pacific’s advertising and promotional material of Burkeline Roofing Products.
23. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Pro-Fast Inc. (“Pro-Fast”), Burke Industries (Delaware), Inc. has granted a limited license to Pro-Fast to use the “Burkeline” registered trademark in Pro-Fast’s advertising and promotional material of Burkeline Roofing Products.
24. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Weather Safe Resource (“Weather Safe”), Burke Industries (Delaware), Inc. has granted a limited license to Weather Safe to use the “Burkeline” registered trademark in Weather Safe’s advertising and promotional material of Burkeline Roofing Products.
25. Pursuant to a Distribution Agreement dated as of September 25, 2007, by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Architects & Engineers Service Company (“AESC”), Burke Industries (Delaware), Inc. has granted a limited license to AESC to use the “Burkeline” registered trademark in AESC’s’s advertising and promotional material of Burkeline Roofing Products.
26. Pursuant to a Distribution Agreement dated as of September 18, 2007, by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and William Blasek (“Blasek”), Burke Industries (Delaware), Inc. has granted a limited license to Blasek to use the “Burkeline” registered trademark in Blasek’s advertising and promotional material of Burkeline Roofing Products.
27. Pursuant to a Distribution Agreement dated as of September 20, 2007, by and between Burke Industries (Delaware), Inc. (using the name “Burke Rubber Company”) and Leslie Harris (“Harris”), Burke Industries (Delaware), Inc. has granted a limited license to Harris to use the “Burkeline” registered trademark in Harris’ advertising and promotional material of Burkeline Roofing Products.
28. Burke Industries (Delaware), Inc. has a subscription to the “iPrism” program, pursuant to an agreement with St. Bernard Software.
29. Burke Industries (Delaware), Inc. has a license to use the 100 Asset Account CONV software from Sage Software.
30. Pursuant to the Teaming Agreement dated November 2007, by and between Burke Industries (Delaware), Inc. and Bright Energy Inc. (“Bright”), Burke Industries (Delaware), Inc. and Bright will work together to develop and manufacture a proprietary patented solar integrated Hypalon negative pressure roofing system.

Exhibit A
to
Trademark Security Agreement

ASSIGNMENT OF TRADEMARK AND TRADEMARK LICENSE REGISTRATIONS AND
APPLICATIONS

WHEREAS, _____ (“Assignor”), has adopted, used and is using certain Trademarks and Trademark Licenses listed on Schedule A annexed hereto and has made applications to use certain Trademarks and Trademark Licenses listed on such Schedule, such Schedule being made a part hereof (the Trademarks and Trademark Licenses, collectively, the “Trademarks and Licenses”), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to _____ all of its right, title and interest in and to each of the Trademarks and Licenses together with the goodwill of the business symbolized by the Trademarks and Licenses, and their respective federal registrations.

DATED: _____,

ATTEST: _____

By _____

By _____

Name:

Title: