

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Fourth Amendment to Mannington Mills, Inc. Second Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		10/01/2014	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Banking Institution: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	4168911	ABERDEEN
Registration Number:	4377463	AMERICAN PRIDE
Registration Number:	3520517	CHOICES THAT WORK
Registration Number:	2753872	COLORPOINT
Registration Number:	4238728	CORNER READY BY BURKE
Registration Number:	4265120	DISSOLVE
Registration Number:	4113154	DURATION
Registration Number:	4123973	EARTHLY ELEMENTS
Registration Number:	4272671	FRÉ LOCK
Registration Number:	2731127	INFINITY
Registration Number:	2905418	INSIGHT
Registration Number:	3537712	LOOP
Registration Number:	1734993	MACRO-TEC
Registration Number:	2835231	M MANNINGTON
Registration Number:	1310196	MANNINGTON
Registration Number:	2792615	MANNINGTON PORCELAIN TILE
Registration Number:	4335654	MANNINGTON QUANTUM NYLON
Registration Number:	3130289	MANNINGTON REVOLUTIONS
Registration Number:	4324436	MARBHD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3552093	M-GUARD
Registration Number:	2592420	NATURE FORM
Registration Number:	3230776	NATURE'S PATHS
Registration Number:	3101175	OPERA
Registration Number:	3643960	OPTICEDGE
Registration Number:	3299611	PALERMO STONE
Registration Number:	3916809	M MANNINGTON
Registration Number:	3481889	PRIMUS
Registration Number:	3636927	PROSHIELD
Registration Number:	3481179	QUANTUM GUARD
Registration Number:	1876013	QUICKSILVER
Registration Number:	4265119	RAINFALL
Registration Number:	2870305	REALITIES
Registration Number:	3369815	RELAY
Registration Number:	3499938	REVOLVE
Registration Number:	3163867	SAFEWALKS
Registration Number:	3642935	SOBELLA
Registration Number:	2605843	SOLIDPOINT
Registration Number:	3381258	STAND ON A BETTER WORLD AWARDS
Registration Number:	3640819	V2TECH
Registration Number:	2840930	VALUE LOCK
Registration Number:	2549674	VEGA III
Registration Number:	3291415	XGUARD
Registration Number:	3722978	WHISPER 3N1
Serial Number:	85934978	AMERICAN PRIDE
Serial Number:	86320423	AURORA
Serial Number:	85814509	COLORFIELDS
Serial Number:	86307875	GFT
Serial Number:	86219014	INFUSION
Serial Number:	86125473	JETSET
Serial Number:	85640631	SYMBIO
Serial Number:	85926719	TOUCHSTONE
Serial Number:	86075126	TRUPLANK
Serial Number:	86188791	XPRESSSTEP

CORRESPONDENCE DATA

Fax Number: 2128366337

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: 212-836-7319

TRADEMARK

REEL: 005377 FRAME: 0654

Email: paul.somelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 250 West 55th Street
Address Line 2: Room 1119
Address Line 4: New York, NEW YORK 10019-9710

ATTORNEY DOCKET NUMBER: 03191-0258-05948

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 10/08/2014

Total Attachments: 6

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FOURTH AMENDMENT
TO
MANNINGTON MILLS, INC.
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Fourth Amendment to Second Amended and Restated Trademark Security Agreement (this "Amendment"), is made and entered into as of October 1, 2014, between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A., as agent (in such capacity, together with any successor in such capacity, "Agent") for the Secured Parties (as defined in the Seventh Amended and Restated Loan Agreement (as defined below)), with an office at One Bryant Park, New York, New York 10036.

WHEREAS, Borrower and Agent are parties to a certain Second Amended and Restated Trademark Security Agreement, dated as of December 16, 2005, as amended by the First Amendment to Second Amended and Restated Trademark Security Agreement, dated as of June 20, 2008, the Second Amendment to Second Amended and Restated Trademark Security Agreement, dated as of May 20, 2010, and the Third Amendment to Second Amended and Restated Trademark Security Agreement, dated as of March 2, 2012 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement;

WHEREAS, the parties hereto intend to amend the Trademark Security Agreement to evidence Borrower's grant to Agent, for the benefit of the Agent and the Secured Parties, of a security interest in additional trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, rights under or interests in any trademark or service mark license agreements with any other party, any other trademark rights and other items related to the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Security Interests in Trademarks; Amendment to Trademark Security Agreement.

a. To secure the complete and timely payment, performance and satisfaction of all of the Obligations (as defined in the Seventh Amended and Restated Loan Agreement), Borrower 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 Borrower's Trademarks and Licenses listed on Schedule A hereto and all Other Trademark Rights in connection therewith (collectively, the "Additional Property"). Such Trademarks, Licenses and Other Trademark Rights shall be subject to the terms and conditions of the Trademark Security Agreement.

b. In connection with such grant, Schedule A of the Trademark Security Agreement is hereby amended to add and incorporate the Trademarks and Licenses listed on Schedule A attached to this Amendment.

2. Representations, Warranties and Covenants. Borrower hereby:

a. represents and warrants to Agent and the Secured Parties that the representations and warranties made (or deemed made) by it as Borrower under the Trademark Security Agreement are true and correct on and as of the date hereof (both before and after giving effect to this Amendment);

b. agrees to comply with all of the terms, conditions, covenants, agreements and obligations set forth in the Trademark Security Agreement with respect to the Additional Property; and

c. agrees and confirms that (i) the Additional Property is currently, and has been at all times since Borrower obtained rights therein, covered by the Trademark Security Agreement in accordance with the provisions of Section 6 thereof, and this Amendment shall serve to evidence the same, and (ii) all applicable provisions of the Trademark Security Agreement shall be applicable to the Additional Property and Agent shall be entitled to all rights and benefits in connection therewith under the terms of the Trademark Security Agreement.

3. Further Assurances. Borrower agrees from time to time, upon the reasonable request of Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Amendment.

4. Continued Effectiveness; Affirmation.

a. The parties hereto agree that (i) all references in the Trademark Security Agreement to the Third Amended and Restated Loan Agreement shall include the Seventh Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., Amtico USA, LLC, Dealers Supply North, Inc., the other borrowers from time to time party thereto, the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Seventh Amended and Restated Loan Agreement") and (ii) all references in the Trademark Security Agreement to the Second Amended and Restated Trademark Security Agreement and all references in the Loan Documents to the "MMI Trademark Agreement" shall be deemed references to the Trademark Security Agreement, as amended by this Amendment.

b. Except for the amendments set forth herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Trademark Security Agreement and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Trademark Security Agreement as amended herein, are hereby ratified and confirmed in all respects and shall remain in full force and effect from and after the date of this Amendment.

c. Borrower hereby ratifies and confirms its grant of security interests and liens in the Trademarks, Licenses and Other Trademark Rights and confirms and agrees that such Trademarks, Licenses and Other Trademark Rights shall continue to secure any and all Obligations (as defined in the Seventh Amended and Restated Loan Agreement). In addition, Borrower hereby confirms that, notwithstanding anything to the contrary contained in the Trademark Security Agreement, such grant of a security interest and lien shall be for the benefit of the Agent for the ratable benefit of the Secured Parties.

5. Miscellaneous

a. Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format) shall be as effective as delivery of a manually executed counterpart hereof.

c. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MANNINGTON MILLS, INC.

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

Accepted and agreed to
as the date first written above

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Robert Scalziti
Title: Senior Vice President

Schedule A
to
Trademark Security Agreement

U.S. Trademarks:

MARK	Reg/Ser No.	Renewal Date
ABERDEEN	4168911	Jul. 3, 2018
AMERICAN PRIDE	85934978	
AMERICAN PRIDE	4377463	Jul. 30, 2019
AURORA	86320423	
CHOICES THAT WORK	3520517	Oct 21, 2014
COLORFIELDS	85814509	
COLORPOINT	2753872	Jan. 19, 2023
CORNER READY BY BURKE	4238728	Nov. 6, 2018
DISSOLVE	4265120	Dec. 25, 2018
DURATION	4113154	Mar. 13, 2018
EARTHLY ELEMENTS	4123973	Apr. 10, 2018
FRE LOCK	4272671	Jan 8, 2019
GFT	86307875	
INFINITY	2731127	Mar. 21, 2023
INFUSION	86219014	
INSIGHT	2905418	Nov 30, 2014
JETSET	86125473	
LOOP	3537712	Sep 23, 2018
MACRO-TEC	1734993	Dec 20, 2022
 MANNINGTON	2835231	May 1, 2024
 MANNINGTON	3916809	Feb 8, 2017
MANNINGTON	1310196	Jul 8, 2024
MANNINGTON PORCELAIN TILE	2792615	Jun 7, 2023
MANNINGTON QUANTUM NYLON	4335654	May 14, 2019
MANNINGTON REVOLUTIONS	3130289	Aug 15, 2016
MARBHD	4324436	Apr 23, 2019
M-GUARD	3552093	Dec 23, 2014
NATURE FORM	2592420	Jul 12, 2022
NATURE'S PATHS	3230776	Apr 17, 2017
OPERA	3101175	Jun 6, 2016
OPTICEDGE	3643960	Jun 23, 2015
PALERMO STONE	3299611	Sep 25, 2017
PRIMUS	3481889	Aug 5, 2018
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
REVOLVE	3499938	Sep 9, 2018
SAFEWALKS	3163867	Oct 24, 2016
SOBELLA	3642935	Jun 23, 2015
SOLIDPOINT	2605843	Aug 7, 2022
STAND ON A BETTER WORLD AWARDS	3381258	Feb 12, 2018
SYMBIO	85640631	
TOUCHSTONE	85926719	
TRUPLANK	86075126	
V2TECH	3640819	Jun 16, 2015
VALUE LOCK	2840930	May 8, 2024
VEGA III	2549674	Mar 27, 2022
XGUARD	3291415	Sep 11, 2017
WHISPER 3N1	3722978	Dec 8, 2015
XPRESSSTEP	86188791	

Foreign Trademarks:

ARGENTINA:

M MANNINGTON (AND DESIGN), Reg. 2483330