

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada		06/09/2017	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mannington Mills, Inc.		
<b>Street Address:</b>	75 Mannington Mills Rd.		
<b>City:</b>	Salem		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08079		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3163867	SAFEWALKS	
<b>Registration Number:</b>	4682559	TOUCHSTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	4103328784		
<b>Email:</b>	sflax@saul.com		
<b>Correspondent Name:</b>	Sherry Flax		
<b>Address Line 1:</b>	500 E. Pratt St.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	904865.00599		
<b>NAME OF SUBMITTER:</b>	Sherry Flax		
<b>SIGNATURE:</b>	/sherry flax/		
<b>DATE SIGNED:</b>	06/12/2017		
<b>Total Attachments: 7</b>			
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MANNINGTON MILLS, INC.

CERTIFICATE OF COMPANY AND CONFIRMATION OF PARTIAL RELEASE

This CERTIFICATE OF COMPANY AND CONFIRMATION OF PARTIAL RELEASE (this "*Release Confirmation*"), dated as of June 9, 2017, is granted by Royal Bank of Canada as Administrative Agent and Collateral Agent (in such capacity, the "*Administrative Agent*"), pursuant to Section 9.11 of the Credit Agreement.

1. Reference to Credit Agreement, Security Agreement and Purchase Agreement. Reference is made to each of:

(i) that certain Credit Agreement, dated October 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "*Credit Agreement*"), among Mannington Mills, Inc., a New Jersey corporation, as borrower (the "*Company*"), the guarantors from time to time party thereto, the lenders from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent and the other parties thereto (capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Credit Agreement);

(ii) that certain Security Agreement, dated October 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "*Security Agreement*"), among the Company and the other guarantors from time to time party thereto, as pledgors, assignors and debtors, in favor of the Administrative Agent, as pledgee, assignee and secured party;

(iii) that certain Trademark Security Agreement, dated October 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "*Trademark Security Agreement*"), among the parties thereto as Grantors in favor of Administrative Agent;

(v) that certain Asset Purchase Agreement, dated as of May 7, 2017 (the "*Purchase Agreement*"), by and between Armstrong Flooring, Inc. ("*Armstrong*") and the Company as provided to Administrative Agent; and

(vi) that certain Assignment of Trademarks, dated as of June 9, 2017 (the "*Trademark Assignment*"), by and between the Company and Armstrong.

2. Certifications of the Company. The Company hereby represents, warrants and certifies to the Administrative Agent that (i) (A) pursuant to the Purchase Agreement, the Company will sell to Armstrong all of the Purchased Assets (as defined in the Purchase Agreement, the "*Purchased Assets*") other than Excluded Assets (as defined in the Purchase Agreement, the "*Excluded Assets*") and (B) the Company will transfer to Armstrong the Trademarks listed on Schedule 2.01(a) of the Purchase Agreement pursuant to the Trademark Assignment (the "*Released Trademarks*") (the transactions set forth in subclauses (A) and (B), the "*Disposition*"), (ii) the Disposition is being consummated in accordance with Section 6.06(b) of the Credit Agreement and (iii) the Administrative Agent's release of its Lien and security interest in the Released Assets (as defined below) as described in Section 4 below, is permitted

by the Loan Documents, including, without limitation, Section 9.11 of the Credit Agreement. The Company hereby agrees to pay expenses incurred by the Administrative Agent in connection herewith in accordance with the Loan Documents.

3. Request for Release. The Company hereby requests that the Administrative Agent release its Lien and security interest in (i) all Purchased Assets (other than Excluded Assets) in and over which a Lien and security interest has been granted to the Administrative Agent pursuant to the Security Agreement and (ii) each of the Released Trademarks (the property listed in this clause 3, the "*Released Assets*").

4. Release. In reliance on the representations and certifications set forth in paragraph 2 above and without independent investigation, representation or warranty by or recourse to it, the Administrative Agent, effective immediately upon consummation of the Disposition and the transactions contemplated by the Purchase Agreement and the Trademark Assignment, hereby releases its security interest in and Lien on all Released Assets pursuant to Section 9.11(a) of the Credit Agreement.

5. Authorization to File Financing Change Statements and Intellectual Property Releases. The Administrative Agent, effective upon consummation of the transactions contemplated by the Purchase Agreement and the Trademark Assignment, hereby authorizes the Company (or its designee) to file (i) UCC-3 partial release financing statements in the forms attached hereto as Annex A to evidence the release of the Released Assets, at the Company's own expense, as provided in the Loan Documents and (ii) such other documents needed to evidence the release of the Released Trademarks from the Trademark Security Agreement, at the Company's own expense.

6. General. Each of the Credit Agreement, the Pledge Agreement, the Security Agreement and the other Loan Documents is confirmed as being in full force and effect. This Release Confirmation may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. This Release Confirmation shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof. This Release Confirmation shall not be amended, restated, supplemented, modified or replaced without the prior written consent of the parties hereto. This Release Confirmation shall be a "Loan Document" for purposes of the definition thereof in the Credit Agreement. Administrative Agent and Company acknowledge and agree that in the event any of the representations, warranties or certifications in Section 2 are incomplete, inaccurate or untrue in any respect, the same may give rise to a claim against the Company, but shall not in any manner affect or limit the terms and conditions of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Release Confirmation to be executed and delivered by its duly authorized officer as of the date first above written.

MANNINGTON MILLS, INC.


By:   
Patrick Burke  
Vice President – Chief Financial Officer

[Confirmation of Release]

TRADEMARK  
REEL: 006082 FRAME: 0017

The foregoing is hereby agreed to and accepted:

ROYAL BANK OF CANADA,  
as Administrative Agent

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

[Confirmation of Release]

**TRADEMARK**  
**REEL: 006082 FRAME: 0018**

Annex A

UCC-3 Partial Release Financing Statement

[as attached]

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**M'Linda Draughn**

B. E-MAIL CONTACT AT FILER (optional)  
**mdraughn@saul.com**

C. EMAIL ACKNOWLEDGMENT TO: (EmailAddress)

**M'Linda Draughn  
Saul Ewing LLP  
500 E. Pratt Street, Suite 900  
Baltimore, MD 21202  
mdraughn@saul.com**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER: **26607283** Initial filing date: **10/02/2014**

1b.  The FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. File: Attach Amendment Addendum (Form UCC503) and provide Debtor's name in item 12

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c, and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record. **AND** Check one of these three boxes to:  CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c.  ADD name: Complete item 7a or 7b, and item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME  
INDIVIDUAL'S FIRST PERSONAL NAME  
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral. Indicate collateral:

See Schedule A attached hereto and made a part hereof for collateral in Debtor's vinyl composition tile business being deleted. No other collateral is being released.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignee, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor.

9a. ORGANIZATION'S NAME  
**Royal Bank of Canada, as Agent**

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:  
File with: **NJ Secretary of State** Debtor: **Mannington Mills, Inc.**



SCHEDULE A

ATTACHMENT TO UCC-3 FINANCING STATEMENT AMENDMENT

DEBTOR: MANNINGTON MILLS, INC.

SECURED PARTY: ROYAL BANK OF CANADA, AS AGENT

The Secured Party hereby releases its security interest in the following equipment used in the vinyl composition tile business of the Debtor, together with all accessions and attachments to, all component parts of, and all other ancillary parts associated with such equipment:

1. Steadman Cage Mills
2. Williams Crushers
3. Kinergy Classifiers
4. Overscatter Unit
5. Autojet Modular Spray System
6. Flender Twin Screw Extruder
7. Banbury Mixers
8. Niagara Rotary Press; and
9. Spare parts related to the above listed equipment or otherwise used in the vinyl composition tile business.

The Secured Party hereby releases its security interest in the following trademarks held in the United States and used in the vinyl composition tile business of the Debtor:

- |                 |                          |                                      |
|-----------------|--------------------------|--------------------------------------|
| 1. ESSENTIALS   | Registration No. 3791948 | Registration Date: May 25, 2010      |
| 2. SAFEWALKS    | Registration No. 3163867 | Registration Date: October 24, 2006  |
| 3. TOUCHSTONE   | Registration No. 4682559 | Registration Date: February 3, 2015  |
| 4. PROGRESSIONS | Registration No. 4257741 | Registration Date: December 11, 2012 |

All other assets of Debtor's vinyl composition tile business defined as Purchased Assets under that certain Asset Purchase Agreement dated May 7, 2017 between Debtor and the purchaser thereof.