

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/09/2017	Banking Institution: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Mannington Mills, Inc.		
Street Address:	75 Mannington Mills Rd.		
City:	Salem		
State/Country:	NEW JERSEY		
Postal Code:	08079		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3163867	SAFEWALKS	
Registration Number:	4682559	TOUCHSTONE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	4103328784		
Email:	sflax@saul.com		
Correspondent Name:	Sherry Flax		
Address Line 1:	500 E. Pratt St.		
Address Line 2:	Suite 900		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	904865.00599		
NAME OF SUBMITTER:	Sherry Flax		
SIGNATURE:	/sherry flax/		
DATE SIGNED:	06/12/2017		
Total Attachments: 9 source=boarelease#page1.tif			

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CONSENT AND RELEASE

THIS CONSENT AND RELEASE (this "Agreement"), dated as of June 9, 2017, to the Seventh Amended and Restated Loan Agreement, dated as of October 1, 2014 (as amended, restated, modified or supplemented, the "Loan Agreement"), among Mannington Mills, Inc. ("MMI"), Burke Industries (Delaware), Inc. ("BI (DE)"), Amtico USA, LLC (collectively with MMI and BI (DE), the "Borrowers"), the financial institutions from time to time party thereto (the "Lenders") and Bank of America, N.A., as agent (the "Agent").

WHEREAS, the Borrowers, the Lenders and the Agent are parties to the Loan Agreement;

WHEREAS, MMI (i) desires to sell certain assets of its vinyl composition tile business (the "VCT Business") and requests that (1) the Agent and the Majority Lenders consent to such sale of the VCT Business and (2) the Agent release its lien on those assets of the VCT Business listed on Exhibit A hereto (the "VCT Assets") and (ii) desires to sell its warehouse at 206 N. Pendleton Street, High Point, North Carolina (the "NC Warehouse") and requests that the Agent and the Majority Lenders consent to such sale of the NC Warehouse; and

WHEREAS, the Agent and the Majority Lenders are agreeable to such consents and release of lien as further described herein.

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

1. Defined Terms. Unless otherwise specifically defined herein, all capitalized terms used herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Consents.

(a) Pursuant to the request of MMI and in reliance upon the representations, warranties and agreements of the Borrowers described herein, the Agent and the Majority Lenders hereby consent to (i) the consummation of the sale of the VCT Business and the transfer of the VCT Assets as contemplated by that certain Asset Purchase Agreement dated as of May 7, 2017 delivered to the Agent and (ii) the consummation of the sale of the NC Warehouse and the transfer of the NC Warehouse as contemplated by that certain Agreement for Purchase and Sale of Real Property dated as of February 17, 2017 delivered to the Agent. For the avoidance of doubt, MMI represents and warrants to the Agent and the Lenders that the VCT Assets do not include any cash, Accounts, Inventory (other than spare parts specifically referenced on Exhibit A hereto) or any proceeds of any of the foregoing. The parties hereto acknowledge and agree that the above sales shall (after giving effect to this Agreement), for all purposes of the Loan Agreement, constitute sales permitted by Section 7.9 of the Loan Agreement.

(b) The consents in this Section 2 shall be effective only in this specific instance and for the specific purposes set forth herein and do not allow for any other or further departure from the terms and conditions of the Loan Agreement or any other Loan Document, which terms and conditions shall continue in full force and effect.

3. Release of Lien on VCT Assets. To permit the sale of the VCT Business and the transfer of the VCT Assets, the Agent and the Majority Lenders hereby agree that the lien held by the Agent on the VCT Assets (but on no other assets of MMI) shall be released effective upon the consummation of the sale of the VCT Business as contemplated above and hereby authorize MMI or its counsel, at the time of the closing of the sale of the VCT Business, to file Form UCC-3s and intellectual property releases as may be required to release

of record the security interest of the Agent solely in the VCT Assets; provided that each such Form UCC-3 and intellectual property release shall be prepared by MMI or its counsel, be delivered to the Agent for its review not later than three (3) Business Days prior to the sale of the VCT Assets and shall be satisfactory in all respects to the Agent (and, for the avoidance of doubt, any Form UCC-3 shall list only the assets listed on Exhibit A hereto). MMI shall promptly, after receipt of a filed copy of any such release, deliver same to the Agent.

4. Representations and Warranties. Each of the Borrowers represents and warrants as of the date hereof as follows (which representations and warranties shall survive the execution and delivery of this Agreement):

(a) The representations and warranties contained in the Loan Agreement and each of the other Loan Documents are correct in all material respects as of the date hereof with the same force and effect as if made on such date (except to the extent that (i) any such representation or warranty relates expressly to an earlier date in which case such representation or warranty is correct in all material respects as of such earlier date or (ii) the Majority Lenders have otherwise agreed in writing to a specific exception thereto).

(b) No event, act or condition has occurred and is continuing which constitutes a Default or an Event of Default.

5. Agent Discretion as to VCT Business Borrowing Base Assets. Without limiting the Agent's right, in its reasonable commercial discretion, to determine Eligible Accounts and Eligible Inventory, the Borrowers acknowledge and agree that the Agent reserves the right to exclude any and all Accounts and Inventory of the VCT Business from being considered Eligible Accounts or Eligible Inventory (as applicable).

6. Continued Effectiveness. Except for the consents set forth in Section 2 hereof and the release of the VCT Assets set forth in Section 3 hereof, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Loan Agreement or any other Loan Document and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Loan Agreement and the other Loan Documents, as modified by this Agreement, are hereby ratified and confirmed in all respects and shall remain in full force and effect from and after the date of this Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which, taken together, shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic transmission in PDF format shall be effective as delivery of a manually executed counterpart of this Agreement.

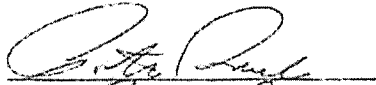
8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to any conflicts of law principles thereof that would call for the application of the laws of any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

"BORROWERS"

MANNINGTON MILLS, INC.

By: 
Name: PATRICK BURKE
Title: Vice President - Chief Financial Officer

BURKE INDUSTRIES (DELAWARE), INC.

By: _____
Name:
Title:

AMTICO USA, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

"BORROWERS"

MANNINGTON MILLS, INC.

By: _____
Name:
Title:

BURKE INDUSTRIES (DELAWARE), INC.

By: Robert Pittman
Name: ROBERT PITTMAN
Title: PRESIDENT

AMTICO USA, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

"BORROWERS"

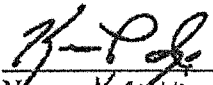
MANNINGTON MILLS, INC.

By: _____
Name:
Title:

BURKE INDUSTRIES (DELAWARE), INC.


By: _____
Name:
Title:

AMTICO USA, LLC

By:  _____
Name: Kevin P. Igo
Title: VP Treasury, Taxation & Admin.
Secretary

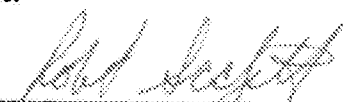
"AGENT"

BANK OF AMERICA, N.A.,
as the Agent

By: 
Name: Robert Scalzitti
Title: Senior Vice President

"LENDERS"

BANK OF AMERICA, N.A.,
as a Lender

By: 
Name: Robert Scalzitti
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name:
Title:

BROWN BROTHERS HARRIMAN & CO.,
as a Lender

By: _____
Name:
Title:

“AGENT”

BANK OF AMERICA, N.A.,
as the Agent

By: _____
Name: Robert Scalzitti
Title: Senior Vice President

“LENDERS”

BANK OF AMERICA, N.A.,
as a Lender

By: _____
Name: Robert Scalzitti
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: Christopher Gauch
Title: Senior Vice President

BROWN BROTHERS HARRIMAN & CO.,
as a Lender

By: _____
Name:
Title:

“AGENT”

BANK OF AMERICA, N.A.,
as the Agent

By: _____
Name: Robert Scalzitti
Title: Senior Vice President

“LENDERS”

BANK OF AMERICA, N.A.,
as a Lender

By: _____
Name: Robert Scalzitti
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name:
Title:

BROWN BROTHERS HARRIMAN & CO.,
as a Lender

By: *Donald H. Roberts, Jr.*
Name: Donald H. Roberts, Jr.
Title: Senior Vice President

EXHIBIT A

VCT ASSETS

Country	Trademark	Registration Number	Registration Date
United States	ESSENTIALS	3791948	May 25, 2010
United States	SAFEWALKS	3163867	October 24, 2006
United States	TOUCHSTONE	4682559	February 3, 2015
United States	PROGRESSIONS	4257741	December 11, 2012

The following equipment used in the vinyl composition tile business of MMI, 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.

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