

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		08/06/2019	Bank: CANADA

RECEIVING PARTY DATA

Name:	MANNINGTON MILLS, INC.
Street Address:	75 Mannington Mills Road
City:	Salem
State/Country:	NEW JERSEY
Postal Code:	08079
Entity Type:	Corporation: NEW JERSEY
Name:	Burke Industries (Delaware), Inc.
Street Address:	75 Mannington Mills Road
City:	Salem
State/Country:	NEW JERSEY
Postal Code:	08079
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 124

Property Type	Number	Word Mark
Registration Number:	4168911	ABERDEEN
Registration Number:	3000313	ACTIONS SPEAK
Registration Number:	2972459	ADURA
Registration Number:	4377463	AMERICAN PRIDE
Registration Number:	1656340	AQUALOC
Registration Number:	2217753	ARCHITEXTURES
Registration Number:	2929480	ARTCRAFT
Registration Number:	3857371	ASSURANCE SQUARED
Registration Number:	2987116	BENCHMARK
Registration Number:	2156493	BIOSPEC
Registration Number:	2586030	BRUSHWORK
Registration Number:	3740857	CACHE
Registration Number:	2952350	CALABRIA

OP \$3115.00 4168911

Property Type	Number	Word Mark
Registration Number:	1471410	CALIFORNIA PLANK
Registration Number:	2998821	CAMEO
Registration Number:	3745255	CETERA
Registration Number:	3520517	CHOICES THAT WORK
Registration Number:	2244463	CLEARTAC
Registration Number:	2753872	COLORPOINT
Registration Number:	3781993	COLORSCAPE
Registration Number:	3781994	COLORSPEC
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
Registration Number:	3994382	EFFECTUAL
Registration Number:	3992701	ENFORCER
Registration Number:	2988747	FINE FIELDS
Registration Number:	4272671	FRÉ LOCK
Registration Number:	3745254	ICONIC
Registration Number:	2486039	ICORE
Registration Number:	2731127	INFINITY
Registration Number:	2905418	INSIGHT
Registration Number:	2947519	INSPIRATIONS
Registration Number:	3707758	INTEGRA HP
Registration Number:	3009181	JUMPSTART
Registration Number:	2898770	LIFELINES
Registration Number:	3955783	LOCKSOLID TECHNOLOGY
Registration Number:	3537712	LOOP
Registration Number:	1734993	MACRO-TEC

Property Type	Number	Word Mark
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:	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
Registration Number:	4324436	MARBHD
Registration Number:	3772648	MARQUEE
Registration Number:	3929657	MCARE
Registration Number:	3552093	M-GUARD
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
Registration Number:	1876013	QUICKSILVER
Registration Number:	4265119	RAINFALL
Registration Number:	2870305	REALITIES
Registration Number:	3369815	RELAY

Property Type	Number	Word Mark
Registration Number:	3929637	RESET
Registration Number:	3499938	REVOLVE
Registration Number:	3163867	SAFEWALKS
Registration Number:	2911513	SAVONA
Registration Number:	3753634	SCRATCH RESIST
Registration Number:	3642935	SOBELLA
Registration Number:	2605843	SOLIDPOINT
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
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
Serial Number:	77568530	ILLUSION
Serial Number:	77865554	REWIND

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 PARK AVE, 28TH FLOOR
Address Line 2: C/O PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1115852 TM Rel
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NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/ALANA GRAMER/
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DATE SIGNED:	08/07/2019
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Total Attachments: 14

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of August 6, 2019 and delivered by Royal Bank of Canada, in its capacity as Agent (in such capacity, the "Agent"), in favor of the Grantors. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) and if not defined therein, then the meanings given in the Security Agreement (as defined below) or the Credit Agreement (as defined below), as the case may be.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 1, 2014 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement"), each Grantor and the Agent entered into that certain Security Agreement dated as of October 1, 2014 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Security Agreement") and that certain Trademark Security Agreement, dated as of October 1, 2014 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 2, 2014 at Reel/Frame 5373/0468;

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, including in all of such Grantor's right, title and interest in, to and under the Trademarks, including, but not limited to the Trademarks set forth on Schedule A attached hereto, the Licenses and the Other Trademark Rights (collectively, the "Trademark Collateral"); and

WHEREAS, the Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release the security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby (i) terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, (ii) terminates the Trademark Security Agreement, and (iii) retransfers and reassigns to each Grantor, as applicable and without representation or warranty of any kind, express or implied, free and clear of any claims by the Agent, all right, title or interest of the Agent in, to or under the Trademark Collateral of such Grantor.

The Agent hereby requests that the Commissioner for Trademarks record this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA,
as Agent

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

[Signature Page to Release of Security Interests in Trademarks]

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

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	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
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

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
FINE FIELDS	2988747	Aug 30, 2015
FRE LOCK	4272671	Jan 8, 2019
ICONIC	3745254	Feb 2, 2015
ICORE	2486039	Sep 4, 2021

ILLUSION	77568530	
INFINITY	2731127	Mar. 21, 2023
INSIGHT	2905418	Nov 30, 2014
INSPIRATIONS	2947519	May 10, 2015
INTEGRA HP	3707758	Nov 10, 2014
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
TEATRO	2963519	Jun 21, 2015
TEXTURE-TWIST	2915903	Jan 4, 2015
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

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 MICAFLC, 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

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

11/04 - 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).

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

7/1/06 – Trademark license from Invista to use STAINMASTER mark (amended 12/21/07)

Grantor as Licensor

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

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.

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.

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.

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.

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.

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.

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 Roofer to use the “Burkeline” registered trademark in Advanced Roofer’s advertising and promotional material of Burkeline Roofing Products.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.