

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567939

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Fifth Amendment to Second Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mannington Mills, Inc.		03/19/2020	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:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Registration Number:	5497736	BIOSPEC MD
Registration Number:	5060176	THE DIVERGENT COLLECTION
Registration Number:	4836347	TRULOC
Registration Number:	4850133	TRUTILE
Registration Number:	5060371	INSIGHT PLUS GB
Registration Number:	4873327	RESTORATION COLLECTION
Registration Number:	4836804	WORKPLACE
Registration Number:	4836886	VIVENDI
Registration Number:	5023760	TELES
Registration Number:	5224238	QUICKSTIX
Registration Number:	5224253	FOUNDATIONS BY MANNINGTON
Registration Number:	5429157	MANNINGTON CHOICE
Registration Number:	5151302	SPACIA
Registration Number:	5449419	MANNINGTON SELECT
Registration Number:	5402894	SPILLSHIELD
Registration Number:	5337213	REVIVE
Registration Number:	5449875	BRING HAPPY HOME
Registration Number:	5449874	REVIVE BY MANNINGTON
Registration Number:	5415860	CONNECTED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5286432	ENTWINED
Registration Number:	5286431	PARADIGM
Registration Number:	5291178	GUARDIAN
Registration Number:	5346426	WALKWAY
Registration Number:	5433128	UPTOWN
Registration Number:	599853	
Registration Number:	4449866	ADURA TRULOC
Registration Number:	4382836	MANNINGTON RESIDENTIAL
Registration Number:	4520857	VEGA II
Registration Number:	5106319	ADURA MAX
Registration Number:	5530628	MANNINGTON SILENT SOLUTION
Registration Number:	5581524	QUANTUM GUARD ELITE
Registration Number:	5758162	ACCORD
Registration Number:	5602152	PERPETUAL
Registration Number:	5531311	TERRENE
Registration Number:	5525982	MANNINGTON CROWN COLLECTION
Registration Number:	5520795	CITY PARK
Registration Number:	5671042	FLOORARMOR
Registration Number:	5613079	FREESTYLE
Registration Number:	5613159	PRIMARY ELEMENTS
Registration Number:	5746475	FLOORS DESIGNED TO BE LIVED ON
Registration Number:	5657414	CITY HUB
Registration Number:	5663023	QUANTUM GUARD PRO
Registration Number:	5770907	CIRRO
Registration Number:	5621041	THE PORTLAND PROJECT
Registration Number:	5771021	NORTHERN WONDER
Registration Number:	5777735	CRAFTED WITH PURPOSE
Registration Number:	4515852	SURESOFT
Registration Number:	4515853	SURESOFT GO BAREFOOT
Registration Number:	3919420	LOOPTEX MILLS
Registration Number:	3914283	LOOPTEX
Registration Number:	3970545	PHENIX
Registration Number:	4560386	TRUBLOK
Registration Number:	4891154	SURESOFTSD
Registration Number:	5002601	COLORSENSE
Registration Number:	5921788	DESIGN MIX
Registration Number:	5561855	OPULENCE HD
Registration Number:	5576575	CLEANER HOME COLLECTION

Property Type	Number	Word Mark
Registration Number:	5576576	COREX
Registration Number:	5576578	SUREFRESH
Registration Number:	5863859	PHENIX ON MAIN
Serial Number:	87109176	MANNINGTON PRIME
Serial Number:	87157951	SPACIA ACCESS
Serial Number:	87206823	CREATIVE CHOICE BY MANNINGTON
Serial Number:	87609658	ADURA RIGID
Serial Number:	87609655	ADURA FLEX
Serial Number:	87880737	OPEN RANGE
Serial Number:	88005822	MGFLEECE
Serial Number:	88144340	UNINTERRUPTED
Serial Number:	88238376	THE AVENUES COLLECTION
Serial Number:	88327365	NO RESERVATIONS COLLECTION
Serial Number:	88356341	MIXED MONOLITH
Serial Number:	88423226	THE DRIFT COLLECTION
Serial Number:	88630314	MANNINGTON AWARD SERIES
Serial Number:	88577973	BLOOM COLLECTION
Serial Number:	88731802	LEGATO
Serial Number:	88630328	MANNINGTON
Serial Number:	88626540	REALTA
Serial Number:	88626532	VALUXA
Serial Number:	88666693	IDEALBASE
Serial Number:	88566734	ADURA MAXAPEX
Serial Number:	88619437	ANN ELIZABETH COLLECTION
Serial Number:	88645881	AQUABARRIER
Serial Number:	88630377	BEGIN TO IMAGINE
Serial Number:	88581659	LATITUDE COLLECTION
Serial Number:	88656810	SIMPLESTAIRS
Serial Number:	88649181	MOISTURELOC
Serial Number:	87837055	THE DISCOVERY COLLECTION
Serial Number:	87318364	SPILLTOUGH
Serial Number:	87900013	STONECORE
Serial Number:	88251901	FLOOREVER
Serial Number:	88517579	SURESOFSDN

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.

TRADEMARK

REEL: 006895 FRAME: 0813

Phone: 2128367319
Email: paul.somelofske@arnoldporter.com
Correspondent Name: Paul J. Somelofske
Address Line 1: C/O ARNOLD & PORTER KAYE SCHOLER LLP
Address Line 2: 250 West 55th street
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 03/19/2020

Total Attachments: 9

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

This Fifth Amendment to Second Amended and Restated Trademark Security Agreement (this "Amendment"), is made and entered into as of March 19, 2020, 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 Eighth 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, the Third Amendment to Second Amended and Restated Trademark Security Agreement, dated as of March 2, 2012, and the Fourth Amendment to Second Amended and Restated Trademark Security Agreement, dated as of October 1, 2014 (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 Eighth 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 Eighth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), LLC, Amtico USA, LLC, the other borrowers from time to time party thereto, the Lenders and Agent as from time to time amended, modified, restated or supplemented (the “Eighth 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 Eighth 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.

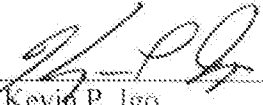
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format) 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: 
Name: Kevin P. Igo
Title: Vice President, Secretary and Treasurer

Accepted and agreed to
as the date first written above

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Robert Scalzitti
Title: Senior Vice President

Schedule A
to
Trademark Security Agreement

U.S. Registered and Pending Trademarks:

Trademark	Serial No.	Registration No and Date.
BIOSPEC MD	87-687484	5,497,736 June 19, 2018
THE DIVERGENT COLLECTION	86-480588	5,060,176 October 11, 2016
TRULOC	86-566526	4,836,347 October 20, 2015
TRUTILE	86-566665	4,850,133 November 10, 2015
INSIGHT PLUS GB	86-573126	5,060,371 October 11, 2016
RESTORATION COLLECTION	86-593241	4,873,327 December 22, 2015
WORKPLACE	86-605457	4,836,804 October 20, 2015
VIVENDI	86-636066	4,836,886 October 20, 2015
TELES	86-652030	5,023,760 August 16, 2016
QUICKSTIX	86-947280	5,224,238 June 13, 2017
FOUNDATIONS BY MANNINGTON	86-951472	5,224,253 June 13, 2017
MANNINGTON CHOICE	87-109731	5,429,157 March 20, 2018
SPACIA	87-161343	5,151,302 February 28, 2017
MANNINGTON SELECT	87-249580	5,449,419 April 17, 2018
SPILLSHIELD	87-264957	5,402,894 February 13, 2018
REVIVE	87-366309	5,337,213 November 14, 2017
BRING HAPPY HOME	87-397277	5,449,875 April 17, 2018
REVIVE BY MANNINGTON	87-397273	5,449,874 April 17, 2018
CONNECTED	87-422137	5,415,860 March 6, 2018
ENTWINED	87-423934	5,286,432 September 12, 2017

Trademark	Serial No.	Registration No and Date.
PARADIGM	87-423885	5,286,431 September 12, 2017
GUARDIAN	87-436425	5,291,178 September 19, 2017
WALKWAY	87-484527	5,346,426 November 28, 2017
UPTOWN	87-587461	5,433,128 March 27, 2018
BIOSPEC MD	87-687484	5,497,736 June 19, 2018
LUSTRE-TILE	71-632947	599,853 December 28, 1954
ADURA TRULOC	85-709001	4,449,866 December 17, 2013
MANNINGTON RESIDENTIAL	85-740064	4,382,836 August 13, 2013
VEGA II	86-035412	4,520,857 April 29, 2014
ADURA MAX	86-802139	5,106,319 December 20, 2016
MANNINGTON SILENT SOLUTION	86-816261	5,530,628 July 31, 2018
MANNINGTON PRIME	87-109176	N/A
SPACIA ACCESS	87-157951	N/A
CREATIVE CHOICE BY MANNINGTON	87-206823	N/A
QUANTUM GUARD ELITE	87-338671	5,581,524 October 9, 2018
ACCORD	87-350683	5,758,162 May 21, 2019
PERPETUAL	87-361534	5,602,152 November 6, 2018
TERRENE	87-438083	5,531,311 July 31, 2018
MANNINGTON CROWN COLLECTION	87-469767	5,525,982 July 24, 2018
CITY PARK	87-469780	5,520,795 July 17, 2018
FLOORARMOR	87-470010	5,671,042 February 5, 2019
FREESTYLE	87-580151	5,613,079 November 20, 2018
PRIMARY ELEMENTS	87-599124	5,613,159 November 20, 2018
ADURA RIGID	87-609658	N/A

Trademark	Serial No.	Registration No and Date.
ADURA FLEX	87-609655	N/A
FLOORS DESIGNED TO BE LIVED ON	87-627737	5,746,475 May 7, 2019
CITY HUB	87-699581	5,657,414 January 15, 2019
QUANTUM GUARD PRO	87-837471	5,663,023 January 22, 2019
THE DISCOVERY COLLECTION	87-837055	N/A
CIRRO	87-841054	5,770,907 June 4, 2019
THE PORTLAND PROJECT	87-851608	5,621,041 December 4, 2018
NORTHERN WONDER	87-873844	5,771,021 June 4, 2019
OPEN RANGE	87-880737	N/A
MGFLEECE	88-005822	N/A
UNINTERRUPTED	88-144340	N/A
CRAFTED WITH PURPOSE	88-215591	5,777,735 June 11, 2019
THE AVENUES COLLECTION	88-238376	N/A
NO RESERVATIONS COLLECTION	88-327365	N/A
MIXED MONOLITH	88-356341	N/A
THE DRIFT COLLECTION	88-423226	N/A
MANNINGTON AWARD SERIES	88-630314	N/A
BLOOM COLLECTION	88-577973	N/A
LEGATO	88-731802	N/A
MANNINGTON	88-630328	N/A
REALTA	88-626540	N/A
VALUXA	88-626532	N/A
IDEALBASE	88-666693	N/A
ADURA MAXAPEX	88-566734	N/A
ANN ELIZABETH COLLECTION	88-619437	N/A
AQUABARRIER	88-645881	N/A
BEGIN TO IMAGINE	88-630377	N/A
LATITUDE COLLECTION	88-581659	N/A
SIMPLESTAIRS	88-656810	N/A
MOISTURELOC	88-649181	N/A
SURESOFT	85-819295	4515852 April 15, 2014
SURESOFT GO BAREFOOT	85-819306	4515853 April 15, 2014

Trademark	Serial No.	Registration No and Date.
LOOPTEX MILLS	85-069262	3919420 February 15, 2011
LOOPTEX	85-069263	3914283 February 1, 2011
PHENIX	85-149453	3970545 May 31, 2011
TRUBLOK	86-130863	4560386 July 1, 2014
SURESOFTSD	86-128886	4891154 January 26, 2016
COLORSENSE	86-834923	5002601 July 19, 2016
SPILLTOUGH	87-318364	N/A
DESIGN MIX	87-900253	5921788 November 26, 2019
OPULENCE HD	87-318339	5561855 September 11, 2018
STONECORE	87-900013	N/A
CLEANER HOME COLLECTION	87-318277	5576575 October 2, 2018
COREX	87-318301	5576576 October 2, 2018
SUREFRESH	87-318351	5576578 October 2, 2018
PHENIX ON MAIN	87-900230	5863859 September 17, 2019
FLOOREVER	88-251901	N/A
SURESOFTSDN	88-517579	N/A