

03-05-2003



Director of the U.S. Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

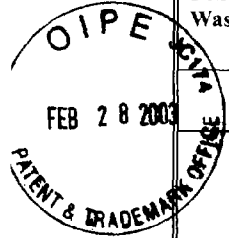
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102381051

Attorney Docket No. JAO 16549

2-28-03

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document or copy thereof.



- A. Name of conveying party(ies):
Tate Access Floors, Inc.
- Individuals Association
 General Partnership Limited Partnership
 Corporation-Maryland Public Limited Company
 Other _____

B. Additional name(s) of conveying party(ies) attached?
Yes No

2. A. Name and address of receiving party(ies):
Mercantile-Safe Deposit and trust Company
2 Hopkins Plaza, Fifth Floor
Baltimore, MD 21201
- B. Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Public Limited Company _____
 Other Maryland Banking & Trust Co.

3. Nature of conveyance:
- Assignment Merger
 Security Agreement Change of Name
 Other Corrective document to correct nature of conveyance from Assignment to Security Interest and to record this at reel 1291, frame 0100

Execution Date: December 30, 1994

C. If assignee is not domiciled in the United States, a domestic representative designation is attached
 Yes No
(Designation must be a separate document from Assignment)

D. Additional name(s) & address(es) attached?
 Yes No

4. A. Trademark Application No(s)

B. Trademark Registration No(s)
See Attached Schedule A

C. Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James A. Oliff

Address: OLIFF & BERRIDGE, PLC
P.O. Box 19928

Alexandria, VA 22320

6. Total number of applications and registrations involved: 4

7. A. Total fee (37 CFR 3.41).....\$ 115.00

B. Enclosed (Check No. 139571)

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

03/04/2003 DBYRNE 00000167 1266511

01 FC:8021
02 FC:8522
Statement and signature. 40.00 OP
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. 25.00 OP

Jennifer Fraser
Typed Name of Person Signing

Signature

February 28, 2003
Date

Total number of pages including cover sheet, attachments and document: 10

TRADEMARK
REEL: 002683 FRAME: 0877

SCHEDULE A

Mark

Reg. No.

CONCORE

1,266,511

PANEL MATE

1,320,911

FLOATING FLOORS

746,433

FLOATING FLOORS

1,301,196

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

\$ 40-481
\$225-482

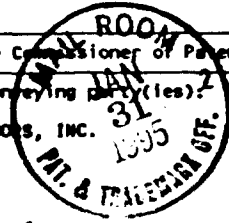
D

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TATE ACCESS FLOORS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State MARYLAND
 Other

Additional name(s) of conveying party(ies) Yes No



03 md

2. Name and address of receiving party(ies):
Name: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Internal Address: _____

Street Address: 2 HOPKINS PLAZA, FIFTH FLOOR

City BALTIMORE State MD ZIP 21201

Individual(s) citizenship _____
 Association
 General Partnership
 Limited Partnership 99
 Corporation-State _____
 Other MARYLAND BANKING & TRUST CO.

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

Additional name(s) & address(es) attached? Yes No

3. Name of Conveyance: 01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/30/94

4. Application number(s) registration or patent number(s):

A. Trademark Application No.(s)
74/274,690
74/206,830

B. Trademark Registration No.(s)
1,266,151
1,320,911
746,433
747,103
1,301,196
1,460,155
1,058,939

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2135
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: RAYMOND A. KURZ, ESQ.

Internal Address: ROTHWELL, FIGG, ERNST & KURZ

Street Address: 555-13TH STREET, N.W., STE. 701-EAST TOWER

City: WASHINGTON

State: D.C. ZIP 20004

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

RAYMOND A. KURZ Name of Person Signing [Signature] Signature 1/30/95 Date

Total number of pages including cover sheet, attachments and documents: 9

RECEIVED FEB 27 AM 3:22
 TRADEMARK
 ASSIGNMENT BRANCH
 REEL 291 FRAME 100

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050 MJ 02/14/95 1266151
 050 MJ 02/14/95 1266151

0 482 225.00 CK
 0 841 40.00 CK

ML

AMENDED AND RESTATED ASSIGNMENT
OF TRADEMARKS AS COLLATERAL SECURITY

THIS AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS AS COLLATERAL SECURITY ("ASSIGNMENT") is made as of December 30, 1994, by and between TATE ACCESS FLOORS, INC., a Maryland corporation ("BORROWER"), with its mailing address at 7510 Montevideo Road, Jessup, Maryland 20794, Attention: Daniel R. Baker, President/Chief Executive Officer, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking and trust company ("LENDER"), with its mailing address at 2 Hopkins Plaza, Fifth Floor, Baltimore, Maryland 21201, Attention: David R. Long, Vice President.

RECITALS

In accordance with the Amended And Restated Loan And Security Agreement of even date herewith ("AGREEMENT") by and between the BORROWER and the LENDER, and various other documents, instruments and agreements executed by or on behalf of the BORROWER in connection therewith (together with the AGREEMENT, collectively, "LOAN DOCUMENTS"), the LENDER has agreed to modify and increase various existing credit accommodations to the BORROWER and to extend certain additional credit accommodations to the BORROWER.

In accordance with the unrecorded Trademark Assignment dated May 22, 1991 from the BORROWER to the LENDER ("ORIGINAL ASSIGNMENT"), the BORROWER collaterally assigned to the LENDER certain trademark and service mark rights. As a condition of entering into the transactions described in the LOAN DOCUMENTS, the LENDER has required the BORROWER to execute and deliver this ASSIGNMENT in order to amend and restate the ORIGINAL ASSIGNMENT in its entirety. The LENDER has also required and the BORROWER has granted to the LENDER a lien and security interest in all of the personal property of the BORROWER, including, but not limited to those assets relating to the products sold under the trademarks and services rendered under the service marks, whereby the LENDER, upon the occurrence of an EVENT OF DEFAULT (as defined in the AGREEMENT) shall have the right to foreclose on the trademarks and other assets of the BORROWER, in order that the LENDER or the LENDER'S assignee or licensee(s) may continue the sale of products sold and services rendered under the trademarks and service marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the BORROWER agrees with the LENDER as follows:

UJT:14062 AOT
12/29/94

REEL 1291 FRAME 101

Section 1. Assignment. The BORROWER, as additional security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS (as hereafter defined), hereby collaterally assigns, transfers, sets over and conveys unto the LENDER, its successors and assigns, upon the following terms and conditions, all of its right, title and interest existing in, under or by virtue of those certain Trademarks registered with the United States Patent and Trademark Office in the name of the BORROWER, and described on Exhibit A attached hereto and made a part hereof, together with any renewals thereof, and the entire goodwill of the business in connection with which such Trademarks are used, and all claims for damages by reason of past infringement of the assigned Trademarks and service marks with the right to sue for and collect the same, to the LENDER (collectively, "TRADEMARKS") and all license rights in the TRADEMARKS. As used herein, the term "OBLIGATIONS" shall mean all duties of payment and performance, whether direct or indirect, both now existing and arising from time to time, owed by the BORROWER to the LENDER under the AGREEMENT and the other LOAN DOCUMENTS. This ASSIGNMENT is delivered pursuant to and in confirmation of the terms and conditions of the AGREEMENT, which terms and conditions are incorporated by reference into this ASSIGNMENT and made a part hereof as if fully set out herein.

Section 2. Additional Trademarks Or Service Marks. ^{TRADE} before the OBLIGATIONS shall have been satisfied in full, ^{MARKS} the BORROWER shall obtain rights to any new trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and the BORROWER shall give prompt written notice thereof to the LENDER. The BORROWER irrevocably and unconditionally authorizes the LENDER to modify this ASSIGNMENT by amending Exhibit A to include any future trademarks, service marks and trademark applications therefor covered by this ASSIGNMENT without any further assent or signature of the BORROWER.

Section 3. License. Unless and until there shall have occurred and be continuing an event of default under the AGREEMENT or any other LOAN DOCUMENT ("EVENT OF DEFAULT"), the LENDER hereby grants to the BORROWER the exclusive, nontransferable right and license to use the TRADEMARKS on and in connection with products sold and services rendered by the BORROWER, for the BORROWER'S own benefit and account and for none other, subject to the BORROWER maintaining the standards of quality as set forth below. Except for non-exclusive sublicenses to entities which are guaranteeing the BORROWER'S obligations to the LENDER under the LOAN DOCUMENTS, the BORROWER agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the BORROWER in this Section nor enter into any agreement or take any action that is inconsistent with the BORROWER'S obligations under this ASSIGNMENT without the prior written express consent of the LENDER.

Section 4. Representations and Warranties. To the best of the BORROWER'S knowledge, the BORROWER represents and warrants that:

(a) The TRADEMARKS are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) Each of the TRADEMARKS is valid and enforceable;

(c) No claim has been made that the use of any of the TRADEMARKS does or may violate the rights of any third person;

(d) The BORROWER is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the TRADEMARKS, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the BORROWER not to sue third persons;

(e) The BORROWER has the unqualified right to enter into this ASSIGNMENT and to perform its terms;

(f) The BORROWER has used, and will continue to use for the duration of this ASSIGNMENT, proper statutory notice in connection with its use of the TRADEMARKS; and

(g) The BORROWER has used or required the use of, and will continue to use or require the use of for the duration of this ASSIGNMENT, consistent standards of quality in the manufacture of products sold and services rendered under the TRADEMARKS.

Section 5. Maintenance of Trademarks. The BORROWER shall maintain the registration of the TRADEMARKS, and shall take all actions necessary to maintain, preserve and continue the validity and enforceability of the TRADEMARKS to the extent the BORROWER, in its sound business judgment, determines that such actions are in the best business interest of the BORROWER. Any expenses incurred in connection with the PATENTS shall be borne by the ASSIGNOR. The BORROWER may not, without the prior express written consent of the LENDER, bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the TRADEMARKS. In the event of any such proceedings, the LENDER may, if necessary, be joined as a nominal party to such suit if the LENDER shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The BORROWER hereby agrees to reimburse and indemnify the LENDER for all damages, costs and expenses, including attorney's fees, incurred by the LENDER in the fulfillment of the provisions of this Section.

Section 6. Rights Upon Default. Upon the occurrence of an EVENT OF DEFAULT and written notification from the LENDER, the license to the BORROWER described in Section 3 of this ASSIGNMENT shall terminate immediately and without the necessity of notice or other action by the LENDER, and the LENDER, in addition to all other rights and remedies available under the AGREEMENT or under applicable law, shall have the right, at any time to take, in its name or in the name of the BORROWER or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to sell, transfer and assign the TRADEMARKS. The LENDER shall incur no liability to the BORROWER if any action taken by the LENDER in diligent good faith pursuant to the foregoing sentence shall prove to be, in whole or in part, inadequate or invalid. Upon the occurrence of an EVENT OF DEFAULT, the BORROWER hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the BORROWER'S true and lawful attorney-in-fact, with the power to endorse the BORROWER'S name on all applications, documents, papers and instruments necessary for the LENDER to use the TRADEMARKS, or to grant or issue any exclusive or nonexclusive licenses under the TRADEMARKS to any other person, or for the LENDER to assign, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to any other person. The BORROWER hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this ASSIGNMENT, and constitutes a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARKS, whether established by this ASSIGNMENT, by the AGREEMENT, by any other LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 7. Patent and Trademark Office May Rely Upon This Assignment. If the LENDER shall elect to exercise its any of the rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign and transfer the TRADEMARKS and the BORROWER hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by the LENDER either in the BORROWER'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the BORROWER under the AGREEMENT.

Section 8. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the LENDER in connection with the preparation of this ASSIGNMENT and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge

of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the TRADEMARKS, or in defending or prosecuting any actions or proceedings arising out of or related to the TRADEMARKS, shall be borne and paid by the BORROWER on demand by the LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate prescribed in the AGREEMENT.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the AGREEMENT, in the manner and within the time specified in the AGREEMENT.

Section 10. No Further Assignment. The BORROWER shall not further assign, transfer or convey its interests in the TRADEMARKS without the prior written consent of the LENDER, except as permitted under the terms of Section 3 hereof.

Section 11. Further Assurances. The BORROWER shall execute any further or additional documents considered necessary, appropriate or proper by the LENDER to effectuate the purposes and intent of this ASSIGNMENT.

Section 12. Amendment. The terms and conditions of this ASSIGNMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 13. No Novation. The amendment and restatement of the ORIGINAL ASSIGNMENT shall not create or effect a novation, nor extinguish, terminate, affect or impair the lien and security of the ORIGINAL ASSIGNMENT or the obligations of the BORROWER thereunder.

Section 14. Choice of Law. Except to the extent pre-empted by the federal laws of the United States of America, this ASSIGNMENT shall be construed according to the laws of the State of Maryland. All parties hereto consent to the jurisdiction and venue of the courts of the State of Maryland in any action to enforce, construe or interpret this ASSIGNMENT.

Section 15. Severability. If any of the provisions of this ASSIGNMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this ASSIGNMENT.

Section 16. Successors and Assigns. The terms, covenants and conditions contained in this ASSIGNMENT shall inure to the

benefit of the LENDER and its successors and assigns, and shall be binding upon the BORROWER and its successors and assigns.

IN WITNESS WHEREOF, the BORROWER has executed this ASSIGNMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

BORROWER:

TATE ACCESS FLOORS, INC.,
A Maryland Corporation

Joseph C. Hall
Asst Secretary

By: *Daniel R. Baker* (SEAL)
Daniel R. Baker,
President/Chief
Executive Officer

ACKNOWLEDGEMENT

~~COMMONWEALTH OF PENNSYLVANIA, COUNTY OF DAUPHIN~~
~~STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:~~

I HEREBY CERTIFY that on this 30th day of December, 1994, before me, the undersigned Notary Public of the State of Maryland, personally appeared DANIEL R. BAKER, and acknowledged himself to be the President/Chief Executive Officer of TATE ACCESS FLOORS, INC., a Maryland corporation, and that he, as such President/Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of TATE ACCESS FLOORS, INC. by himself as President/Chief Executive Officer.

IN WITNESS MY Hand and Notarial Seal.

Kimberly A. Crostley (SEAL)
NOTARY PUBLIC

My Commission Expires:

Notarial Seal
Kimberly A. Crostley, Notary Public
Harrisburg, Dauphin County
M. Commission Expires Jan. 4, 1997
Member, Pennsylvania Association of Notaries

CLT: 14042 ACT
12/29/94

REEL 1291 FRAME 106

EXHIBIT A
SCHEDULE OF MARKS

I. TRADEMARKS AND TRADEMARK APPLICATIONS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
CONCORE	1,266,151	February 7, 1984
PANEL MATE	1,320,911	February 19, 1985
<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
SMART FLOOR BY TATE	74/274,690	
TATECRETE	74/206,830	

II. TRADEMARKS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE ASSIGNED TO TATE ACCESS FLOORS, INC. RECORDED AT REEL 0719 FRAME 008 (TRADEMARK) JUNE 25, 1990

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
FLOATING FLOORS	746,433	March 12, 1963
FLOATING FLOORS & Design	747,103	March 26, 1963
FLOATING FLOORS	1,301,196	October 23, 1984
CLEANSTAT & Design	1,460,155	October 6, 1987

III. TRADEMARKS REGISTERED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE ASSIGNED TO TATE ACCESS FLOORS, INC. BY USG INTERIORS, INC. BY ASSIGNMENT INTENDED TO BE RECORDED IMMEDIATELY PRIOR HERETO

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
SEVERN	1,058,939	February 15, 1977
THE INTERLOC SYSTEM	1,060,154	February 22, 1977

IV. TRADEMARKS REGISTERED OR SUBJECT OF PENDING APPLICATION IN FOREIGN COUNTRIES ASSIGNED TO TATE ACCESS FLOORS, INC.

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Australia	FLOATING FLOORS	8384,061	November 17, 1982
Benelux	FLOATING FLOORS & Design	091,721	December 14, 1982
Canada	FLOATING FLOORS & Design	131,044	May 17, 1963

c:\14042\MARKS.EXA
12/28/94

REEL 1291 FRAME 107

TRADEMARK

Germany (Federal Republic)	FLOATING FLOORS & Design	810,528	October 1, 1962
Italy	FLOATING FLOORS & Design	454,831	October 2, 1982
Republic of China (Taiwan)	FLOATING	157,786	March 20, 1984
Republic of China (Taiwan)	FLOATING	300,801	October 1, 1985

<u>Country</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
Singapore	FLOATING FLOORS	1537/84	1984
Hong Kong	TATECRETE	94/09634	8/19/94
Indonesia	TATECRETE	16643	9/12/94
Japan	TATECRETE	89927/94	9/5/94
Korea	TATECRETE	94 32841	8/17/94
Malaysia	TATECRETE	94 08142	9/8/94
Philippines	TATECRETE		9/27/94
Singapore	TATECRETE	7178/94	8/19/94
Thailand	TATECRETE	272370	9/16/94
Taiwan	TATECRETE		9/14/94

V. COMMON LAW TRADEMARKS

TATE

TATE ACCESS FLOORS

TATECRETE

CORNERLOC

LOW - LOC

MARK 30

PANEL - LOC

SERVICECENTER

SNAP - LOC

SOLIDFEEL

TOP - LOC

TUF - FLO

ULTIMA

UNITRIM

WOOD - COR

WOOD - LOK

TRADEMARK

REEL 1291 FRAME 108

JAN 31 95

RECORDED
SERIALS OFFICE