

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cambria Company		12/20/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Business Financial Services Inc.		
<b>Street Address:</b>	222 North LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2555408	CAMBRIA	
Registration Number:	2964545	THE NEW NATURAL STONE CHOICE	
Serial Number:	78714204	CLUB CAMBRIA	
Serial Number:	78714207	CLUB CAMBRIA	
Registration Number:	2837837	CAMBRIA QUALITY QUARTZ SURFACES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)630-7388		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-368-4058		
<b>Email:</b>	thomas.ryan@dlapiper.com		
<b>Correspondent Name:</b>	Thomas W. Ryan		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 2:</b>	DLA Piper US LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	300369-82		

**CH \$140.00 2555408**

NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	01/17/2007
Total Attachments: 5 source=cambriasec#page1.tif source=cambriasec#page2.tif source=cambriasec#page3.tif source=cambriasec#page4.tif source=cambriasec#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2006, by CAMBRIA COMPANY, having its principal office at 704 North Main Street, Le Sueur, Minnesota 56058 ("Pledgor"), in favor of MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having its principal office at 222 North LaSalle Street, Chicago, Illinois 60601, in its capacity as administrative agent (the "Administrative Agent") under the Loan Agreement (as hereinafter defined), for its benefit and the benefit of the Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated or modified from time to time, the "**Loan Agreement**") dated of even date herewith among Pledgor, the Administrative Agent and the Lenders from time to time a party thereto (the "**Lenders**"), the Lenders have made financial accommodations to Pledgor; and

WHEREAS, pursuant to the Loan Agreement, Pledgor is required to execute and deliver to the Administrative Agent, for itself and for the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pledgor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

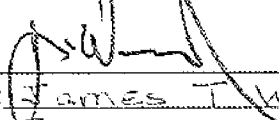
3. SECURITY AGREEMENT. The security interests granted pursuant to this Loan Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law principles.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAMBRIA COMPANY

By:   
Name: James T. Ward  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:  
MERRILL LYNCH CAPITAL, A  
DIVISION OF MERRILL LYNCH  
BUSINESS FINANCIAL SERVICES INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

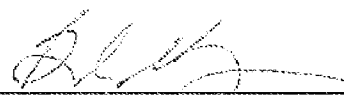
CAMBRIA COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:  
MERRILL LYNCH CAPITAL, A  
DIVISION OF MERRILL LYNCH  
BUSINESS FINANCIAL SERVICES INC.,  
as Administrative Agent

By:  \_\_\_\_\_

Name: Brian Gandy

Title: Vice President

**SCHEDULE I**  
TO  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Pledgor: Cambria Company

<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>
2555408	CAMBRIA and Design	April 2, 2002
2837837	CAMBRIA QUALITY QUARTZ SURFACES	May 4, 2002
2964545	THE NEW NATURAL STONE CHOICE	July 5, 2005

**United States Pending Trademark Applications**

<b>Serial Number</b>	<b>Mark</b>	<b>Filing Date</b>
78/714204	CLUB CAMBRIA and Design	September 15, 2005
78/714207	CLUB CAMBRIA	September 15, 2005