

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InterfaceFABRIC, inc.		08/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LBC Credit Partners, L.P.
Street Address:	2929 Arch Street
Internal Address:	Cira Centre, 27th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2868
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3039687	BLOCKAIDE
Registration Number:	2222647	
Registration Number:	1662527	CHATHAM
Registration Number:	070514	
Registration Number:	2456776	CHATHAM
Registration Number:	1057677	FR-701
Registration Number:	1718245	GUILFORD OF MAINE
Registration Number:	2629725	INFINITY
Registration Number:	2396995	INTEK
Registration Number:	2881048	INTER/VEVE
Registration Number:	3026294	TEKNIT
Registration Number:	2564556	TEKSOLUTIONS
Registration Number:	2283751	TERRATEX

OP \$440.00 3039687

Registration Number:	2418008	TERRATEX
Registration Number:	2581109	TERRATEX
Serial Number:	76580871	BIOBAC
Serial Number:	76534475	INTER/VENE

CORRESPONDENCE DATA

Fax Number: (215)405-2612
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-977-2612
Email: inocella@wolfblock.com
Correspondent Name: Rebecca Feinberg
Address Line 1: 1650 Arch Street
Address Line 2: 22nd Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	LBC001-246216
NAME OF SUBMITTER:	Rebecca Feinberg
Signature:	/rebeccafeinberg/
Date:	11/28/2007

Total Attachments: 24

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated August 31, 2007, is by and between InterfaceFABRIC, Inc., a Delaware corporation ("Debtor"), with its chief executive office at 9 Oak Street, Guilford, Maine 04443, and LBC Credit Partners, L.P., a Delaware limited partnership, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 2929 Arch Street, 27th Floor, Philadelphia, PA 19104.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges

arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security

interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, to its knowledge Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Agent within thirty (30) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any

State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Agent, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default or Event of Default shall exist or have occurred as of such time. Debtor shall notify Agent promptly if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Agent shall determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and (ii) there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection

with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent shall apply any remaining proceeds to the Obligations in such order and manner as set forth in the Loan Agreement. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in

any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or such of the other Secured Parties. In any such litigation, Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by

facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	c/o InterfaceFABRIC, Inc. 304 East Main Street Elkin, North Carolina 28621 Attention: Kim Thompson Telephone No.: 336-526-0551 Telecopy No.: 336-526-2037
with a copy to:	Sun Capital Partners, Inc. 5200 Town Center Circle, Suite 470 Boca Raton, Florida 33486 Attention: C. Deryl Couch, Esq. Telephone No.: 561-394-0550 Telecopy No.: 561-394-0540
with a copy to:	Morgan, Lewis & Bockius LLP 1701 Market Street Philadelphia, Pennsylvania 19103 Attention: Michael J. Pedrick Telephone No.: 215-963-4808 Telecopy No.: 215-963-5299
If to Agent:	LBC Credit Partners, L.P., as Agent Cira Centre 2929 Arch Street, 27 Floor Philadelphia, PA 19104-2868 Attention: David E. Fraimow Telephone No.: 215-972-8904 Telecopy No.: 215-567-0138

(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the

deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 11.3 of the Loan Agreement or is cured in a manner satisfactory to Agent. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an

original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

INTERFACEFABRIC, INC.

By: Kim Thompson
Kim Thompson, CFO, Treasurer and Secretary

LBC CREDIT PARTNERS, L.P., as Agent

By: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

INTERFACEFABRIC, INC.

By: _____
Kim Thompson, CFO, Treasurer and
Secretary

LBC CREDIT PARTNERS, L.P. as Agent

By: _____
Title: _____

STATE OF N.C.)

) ss.:

COUNTY OF Surry)

On this 30 day of Aug, 2007, before me personally came Kim Thompson to me known, who being duly sworn, did depose and say, that he/she is the CEO of InterfaceFABRIC, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

SABORAH M. ROBINSON
NOTARY PUBLIC
Surry County, North Carolina

Saborah M. Robinson
Notary Public
Saborah M. Robinson
my commission Expires 4-1-2011

STATE OF)

) ss.:

COUNTY OF)

On this ___ day of _____, 2007, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of LBC Credit Partners, L.P., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Notary Public

STATE OF)

) ss.:

COUNTY OF)

On this ___ day of _____, 2007, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of InterfaceFABRIC, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF Pennsylvania)

) ss.:

COUNTY OF Philadelphia)

On this 30 day of Aug, 2007, before me personally came [Signature] to me known, who, being duly sworn, did depose and say, that he is the [Signature] of LBC Credit Partners, L.P., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carmella Yaworski, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires Oct. 26, 2009
Member, Pennsylvania Association of Notaries

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
LIST OF TRADEMARKS

Trademarks

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Argentina	TERRATEX	Registered	2302331 Aug 15, 2000	1905142 Dec 4, 2002	Interface Fabrics, Inc.	24 Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Argentina	TERRATEX	Registered	2302332 Aug 15, 2000	1905133 Dec 4, 2002	Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.
Australia	GUILFORD OF MAINE DEVICE MARK	Registered		502812 July 2, 1991	Interface Fabrics, Inc.	27
Australia	TERRATEX	Registered		962745 July 22, 2003	Interface, Inc.	24 27
Benelux	GUILFORD OF MAINE	Registered		502812 July 2, 1991	Interface Fabrics Group, Inc.	24
Brazil	TERRATEX	Published	823306348 Oct 23, 2000		Interface Fabrics, Inc.	24 Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Brazil	TERRATEX	Published	823306356 Oct 23, 2000		Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.
Canada	BLOCKAIDE	Registered	1238526 Nov 24, 2004	650742 Oct 19, 2005	Interface Fabrics, Inc.	Fabrics incorporating stain-resistant, soil-resistant and moisture-resistant agents, for use in connection with the further manufacture of upholstery and wallcoverings.
Canada	FR-701	Registered	486119 Apr 27, 1982	278786 Apr 15, 1983	Interface Fabrics, Inc.	Fabrics
Canada	INFINITY	Registered	1173686 Apr 14, 2003	644246 Jul 13, 2005	Interface Fabrics, Inc.	Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Canada	TERRATEX	Registered	1072544 Aug 25, 2000	671325 Aug 28, 2006	Interface Fabrics, Inc.	Upholstery fabrics for office furnishings and divider panels, wall coverings, carpeting and rugs for office, commercial and institutional use all wholly or partially comprised of recycled and recyclable materials.
Chile	TERRATEX	Registered	499602 Aug 31, 2000	591757 Mar 9, 2001	Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.
Colombia	TERRATEX	Registered	065974 Sep 1, 2000	269694 Jul 11, 2003	Interface Fabrics, Inc.	24 Textiles and textile goods, not included in other classes; bed and table covers.

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Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Colombia	TERRATEX	Registered	065973 Sep 1, 2000	269693 Jul 11, 2003	Interface Fabrics, Inc.	27 Carpets, rugs, mats, and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile)
Community	GUILFORD	Registered		004324299 April 4, 2005	Interface Fabrics, Inc.	23 24
Community	INTERVENE	Registered		003449981 Oct 27, 2003	Interface Fabrics, Inc.	24 27
Community	TEKNIT	Registered		002922920 Nov. 6, 2002	Interface Fabrics, Inc.	12 24 42
Community	TEKSOLUTIONS	Registered		001801679 Aug. 9, 2000	Interface Fabrics, Inc.	24
France	GUILFORD OF MAINE	Registered		1682243 July 22, 1991	Interface Fabrics Group, Inc.	24
Germany	GUILFORD OF MAINE	Registered		2055732 July 2, 1991	Interface Fabrics Group, Inc.	24
Germany	TEKNIT	Registered		2025976 Aug. 29, 1991	Interface Fabrics, Inc.	12 24
Italy	GUILFORD OF MAINE	Registered		813263 July 12, 1991	Interface Fabrics Group, Inc.	24
Japan	GUILFORD	Registered		5009815 Dec. 8, 2006	Interface Fabrics, Inc.	22 23 24
Mexico	TERRATEX	Registered	449475 Sep 26, 2000	678046 Sep 26, 2000	Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.
Mexico	TERRATEX	Registered	449474 Sep 26, 2000	678045 Sep 26, 2000	Interface Fabrics, Inc.	24 Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Paraguay	TERRATEX	Registered	21123 Aug 22, 2000	237079 Jul 13, 2001	Interface Fabrics, Inc.	24 Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Paraguay	TERRATEX	Registered	21124 Aug 22, 2000	237080 Jul 13, 2001	Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.

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Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Peru	TERRATEX	Registered	112601 Aug 25, 2000	68157 Nov 30, 2000	Interface Fabrics, Inc.	24 Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Peru	TERRATEX	Registered	112602 Aug 25, 2000	68158 Nov 30, 2000	Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.
Spain	GUILFORD OF MAINE	Registered		1647491 July 10, 1991	Interface Fabrics Group, Inc.	24
Thailand	GUILFORD	Registered		149253 Nov. 6, 1990	Interface, Inc.	24
United Kingdom	GUILFORD OF MAINE	Registered		1536580 May 24, 1993	Interface Fabrics, Inc.	24
United Kingdom	TEKNIT	Registered		1475259 Aug. 30, 1981	Interface Fabrics, Inc.	12
United Kingdom	TEKNIT	Registered		1475258 Aug. 30, 1991	Interface Fabrics, Inc.	24
United Kingdom	TEKNIT	Registered		1517662 Nov. 3, 1992	Interface Fabrics, Inc.	42
United States of America	BIOBAC	Allowed	76580871 Mar 15, 2004		INTERFACEFABRIC, INC.	24 Polyactic acid back coatings used for stabilizing fabrics and preventing bleed-through of adhesive materials, sold as a component of polyester, nylon, and olefin fabrics. 27 Polyactic acid back coatings used for stabilizing wallcoverings and preventing bleed-through of adhesive materials, sold as a component of wallcoverings.
United States of America	BLOCKAIDE	Registered	76622198 Nov 26, 2004	3039687 Jan 10, 2006	INTERFACEFABRIC, INC.	24 Fabrics incorporating stain-resistant, soil-resistant and moisture-resistant agents, for use in connection with the further manufacture of upholstery and wallcoverings.
United States of America	CARPET DESIGN	Registered	75397311 Nov 28, 1997	2222647 Feb 9, 1999	INTERFACEFABRIC, INC.	24 Woven fabrics for the manufacture of upholstery



TRADEMARK

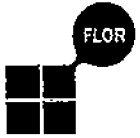
Country	Mark	Status	Serial No Filing Date	Reg No Reg Date	Owner	Class/Description
United States of America	CHATHAM	Registered	73829593 Oct 5, 1989	1662527 Oct 29, 1991	INTERFACEFABRIC, INC.	24 Mattress pads, fabric shells for electric blankets, fabrics for covering commercial and residential walls and partitions, fabrics for covering luggage, casement fabrics and drapery fabrics, furniture upholstery fabrics, automobile upholstery fabrics and apparel fabrics.
United States of America	CHATHAM (and design) 	Registered	088134 Dec 29, 1959	0706014 Sep 27, 1960	INTERFACEFABRIC, INC.	24 Furniture upholstery cloth and automobile upholstery cloth.
United States of America	CHATHAM (stylized) 	Registered	75778986 Aug 19, 1999	2456776 Jun 5, 2001	INTERFACEFABRIC, INC.	24 Upholstery fabrics for automobiles.
United States of America	FR-701	Registered	73065762 Oct 14, 1975	1057677 Feb 1, 1977	INTERFACEFABRIC, INC.	24 Textile fabrics made of synthetic fibers
United States of America	GUILFORD OF MAINE	Registered	74199581 Aug 30, 1991	1718245 Sep 22, 1992	INTERFACEFABRIC, INC.	24 Textile fabrics for use as upholstery and in the manufacture of office partition panels.
United States of America	INFINITY	Registered	75807609 Sep 24, 1999	2629725 Oct 8, 2002	INTERFACEFABRIC, INC.	27 Textile wall coverings.
United States of America	INTEK	Registered	75609602 Dec 21, 1998	2396995 Oct 24, 2000	INTERFACEFABRIC, INC.	24 Textile fabrics for use as upholstery
United States of America	INTERVENE	Registered	76534523 Aug 4, 2003	2881048 Sep 7, 2004	INTERFACEFABRIC, INC.	24 Fabric for interior furnishings, namely, drapes, curtains, awnings, and upholstery.
United States of America	INTERVENE	Allowed	76534475 Aug 4, 2003		INTERFACEFABRIC, INC.	24 Fabrics incorporating anti-microbial, stain-resistant and moisture-resistant agents for the further manufacture of upholstery and wallcoverings.
United States of America	TEKNIT	Registered	76626242 Dec 22, 2004	3026294 Dec 13, 2005	INTERFACEFABRIC, INC.	40 Preparation and treatment of fabrics with anti-microbial, stain-resistant and moisture-resistant agents.
United States of America		Registered				42 Design services for others in the field of seat covers for vehicles and furniture.

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Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
United States of America	TEKSOLUTIONS	Registered	76117230 Aug 25, 2000	2564556 Apr 23, 2002	INTERFAEFABRIC, INC.	42 Preparation and treatment of fabrics, namely, adding custom finishes to fabrics; custom manufacture of fabrics for the contract office field.
United States of America	TERRATEX	Registered	75304707 Jun 6, 1997	2283751 Oct 5, 1999	INTERFAEFABRIC, INC.	24 textile fabrics for use in upholstery and in the manufacture of office partition panels
United States of America	TERRATEX	Registered	75508136 Jun 24, 1998	2418008 Jan 2, 2001	INTERFAEFABRIC, INC.	27 Textile wall coverings.
United States of America	TERRATEX	Registered	76100788 Aug 1, 2000	2581109 Jun 18, 2002	INTERFAEFABRIC, INC.	24 Textile fabrics containing recycled material used in upholstery and in the manufacture of office partition panels and screens, ceiling covers and panels and wall hangings. 27 Textile wall coverings containing recycled material.
Uruguay	TERRATEX	Registered	326266 Sep 21, 2000	326266 Mar 29, 2001	Interface Fabrics, Inc.	24 Textiles fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials. 27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.
Venezuela	TERRATEX	Published	14616 Aug 14, 2000		Interface Fabrics, Inc.	24 Textile fabrics; upholstery fabrics for furniture and office partition panels; textile wallcoverings; textiles made in whole or in part from recycled and recyclable materials.
Venezuela	TERRATEX	Published	14617 Aug 14, 2000		Interface Fabrics, Inc.	27 Carpets, rugs, floorcoverings and wallcoverings; carpeting and wallcoverings made in whole or in part from recycled and recyclable materials.

Canadian Trademarks

Interface, Inc.

Trademark	Registration No.	Registration Date
ENTROPY	1335546	February 9, 2007
FLOR & Design 	TMA685738	April 11, 2007
GLAS BAC	TMA342534	July 8, 1988
INTERFACE	TMA276228	February 4, 1983
INTERSEPT	TMA295444	September 21, 1984
INTERFACEFLOR	1348140	May 18, 2007
INTERFACEFLOR	TMA673062	September 20, 2006
OPTIMUM SD	TMA306490	August 30, 1985
SOLENIUM	TMA538797	December 18, 2000

InterfaceFabric, Inc.

Trademark	Registration No.	Registration Date
BLOCKAIDE	TMA650742	October 19, 2005
FR-701	TMA278786	April 15, 1983
INFINITY	TMA644246	July 13, 2005
TERRATEX	TMA671325	August 28, 2006

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
LIST OF LICENSES

1. Exclusive Trademark License Agreement between InterfaceFABRIC, Inc. and CMI Industries, Inc., dated May 1, 2000.
2. Trademark and Branding Agreement between InterfaceFABRIC, Inc. and Camborne Holdings Ltd., dated April 21, 2006.
3. Overarching License of Intellectual Property Rights between InterfaceFABRIC, Inc. and Camborne Holdings Ltd., dated April 21, 2006.
4. Trademark License Agreement by and between InterfaceFABRIC, Inc. and Laine Furnishing Pty Ltd., dated July 1, 2004.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
SPECIAL POWER OF ATTORNEY

STATE OF)

)ss.:

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that InterfaceFABRIC, Inc. ("Debtor"), having an office at 304 East Main Street, Elkin NC 28621, hereby appoints and constitutes, severally, LBC Credit Partners, L.P., as Agent ("Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being

coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full in cash and the Security Agreement is terminated in writing by Agent.

Dated: _____, 2007

INTERFACEFABRIC, INC.

By: _____
Kim Thompson, CFO, Treasurer and
Secretary