

01-21-2003

MRD/21.03



Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102339054 PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Interface, Inc. Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: SunTrust Bank Internal Address: Street Address: 303 Peachtree Street City: Atlanta State: GA Zip: 30308 Additional name(s) & address(es) attached? No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 23, 2002

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) see Schedule I attached Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed: Name: King & Spalding Internal Address: Attn: Deborah D. Corey Street Address: 191 Peachtree Street 49th Floor City: Atlanta State: GA Zip: 30303

6. Total number of applications and patents involved: 14 7. Total fee (37 CFR 3.41): \$ 560.00 expedite fee 120.00 Enclosed \$ 680.00 Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Deborah D. Corey Signature Date 1/17/2003

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01/22/2003 TDIAZ1 00000100 10264423 01 FC:0021 120.00 OP 120.00 OP

SCHEDULE I
to Patent Security Agreement

Item A. PatentsIssued Patents

N/A

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
United States of America	10/264423	4-Oct-2002	Berard, P. Anderson, R., Scott, G., et al.	Padded Raised Flooring Panels and Coverings
United States of America	10/301159	21-Nov-2002	Scott, G. Oakey, D. Bradford, J.	Floor Covering with Woven Face
United States of America	10/149265	10-Jun-2002	Oakey, D. Hall, Jr.	Carpet Tile with Cutout Section , Method and Apparatus for Production of Method of Installation
United States of America	10/010054	07-Dec-2001	Ort Mertl Gary A. Hensler, C.	Dual-Density Cling Foam Spacer
United States of America	10/294367	14-Nov-2002	Berard, R. Hensler, C.	Textile Products Having Flame Retardant Properties and Methods of Manufacture
United States of America	60/353311	0-Feb-2002	Berard, R. Hensler, C.	Chemical Compounds and Methods for Removing Dye
United States of America	60/381250	16-Mau-2002	Gray, K. Burel, L.	Surface Finishings for Concrete Filled Access Floor Panels
United States of America	60/372269	11-Apr-2002	Jones, S. Durant, C.	Modular Flooring Installation Techniques and Equipment

*Continuation of Paragraph 4
Patent Recordation Cover Sheet*

United States of America	10/135913	30-Apr-2002	Oakey, D. Daniel, S.	Rotationally Determinate, Positionally Ambiguous Striped Carpet Tiles
United States of America	60/403673	15-Aug-2002	Gray, K.N. Mueller, D.	Raised Flooring Panel with Wireless Antenna
United States of America	10/165848	07-Jun-2002	Oakey, D. Hall, J. Jones, W.	Asymmetrical Carpet Tile Design, Manufacture and Installation
United States of America	10/165842	07-Jun-2002	Oakey, D. Daniel, S.	Orthogonally Ambiguous Carpet Tiles Having Curved Elements
United States of America	10/165480	07-Jun-2002	Oakey, D. Daniel, S.	Asymmetrically Shaded Carpet Tiles and Carpet Tile Installations Creating Illusions of Light and Depth
United States of America	60/403790	15-Aug-2002	Colando, G. Oakey, D.	Re-Configurable Rug Kit

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2002, is made between INTERFACE, INC. (the "Grantor"), and SUNTRUST BANK, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent"), for the benefit of each of the Secured Parties.

WITNESSETH:

WHEREAS, Grantor is party to that certain Fourth Amended and Restated Credit Agreement dated as of January 17, 2002 (as the same may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, INTERFACE EUROPE B.V., a "besloten vennootschap met beperkte aansprakelijkheid" (private company with limited liability) incorporated and existing under the laws of The Netherlands with its registered seat in Scherpenzeel, Gld., The Netherlands ("Europe B.V."), INTERFACE EUROPE LIMITED, a private company limited by shares organized and existing under the laws of England and Wales ("Europe Limited"), and each other Foreign Subsidiary (as defined in the Credit Agreement) that has become or may hereafter become a "Multicurrency Borrower" under the Credit Agreement as provided in Section 3.09 thereof (each an "Additional Multicurrency Borrower" and collectively, the "Additional Multicurrency Borrowers"; Grantor, Europe B.V., Europe Limited, and all Additional Multicurrency Borrowers referred to collectively herein as the "Borrowers"), the banks and lending institutions listed on the signature pages thereof and any assignees of such banks and lending institutions which become "Lenders" as provided in the Credit Agreement (collectively, the "Lenders"), WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), a national banking association, in its capacities as domestic agent and multicurrency agent for the Lenders and each successor domestic agent and multicurrency agent as may be appointed from time to time pursuant to Article X of the Credit Agreement (the "Co-Agents"), SUNTRUST BANK, in its capacity as collateral agent for the Co-Agents and the Lenders and each successor collateral agent as may be appointed from time to time pursuant to Article X of the Credit Agreement (the "Collateral Agent") and CITICORP NORTH AMERICA, INC., in its capacity as syndication agent for the Co-Agents and Lenders (the "Syndication Agent");

WHEREAS, the Grantor has executed and delivered a Borrower Pledge and Security Agreement, dated as of November 21, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, collectively, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the Secured Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

- (a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);
- (c) all of its patent licenses; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "Patent Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each Secured Party other under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) a sale of any Patent Collateral permitted by Section 8.03 of the Credit Agreement or (ii) the occurrence of the Termination Date, the security

interests granted herein shall automatically terminate with respect to (A) such Patent Collateral so sold (in the case of clause (i)) or (B) all terminated Patent Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all terminated Patent Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

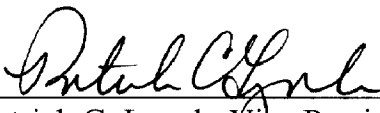
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a "Credit Document" executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Articles X and XI thereof.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERFACE, INC.

By. 
Patrick C. Lynch, Vice President and
Chief Financial Officer

SUNTRUST BANK,
as Collateral Agent

By. 
Name: KEN DANICHE
Title: VICE PRESIDENT

Item A. Patents

Issued Patents

N/A

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
United States of America	10/264423	4-Oct-2002	Berard, P. Anderson, R., Scott, G., et al.	Padded Raised Flooring Panels and Coverings
United States of America	10/301159	21-Nov-2002	Scott, G. Oakey, D. Bradford, J.	Floor Covering with Woven Face
United States of America	10/149265	10-Jun-2002	Oakey, D. Hall, Jr.	Carpet Tile with Cutout Section , Method and Apparatus for Production of Method of Installation
United States of America	10/010054	07-Dec-2001	Ort Mertl Gary A. Hensler, C.	Dual-Density Cling Foam Spacer
United States of America	10/294367	14-Nov-2002	Berard, R. Hensler, C.	Textile Products Having Flame Retardant Properties and Methods of Manufacture
United States of America	60/353311	0-Feb-2002	Berard, R. Hensler, C.	Chemical Compounds and Methods for Removing Dye
United States of America	60/381250	16-Mau-2002	Gray, K. Burel, L.	Surface Finishings for Concrete Filled Access Floor Panels
United States of America	60/372269	11-Apr-2002	Jones, S. Durant, C.	Modular Flooring Installation Techniques and Equipment

United States of America	10/135913	30-Apr-2002	Oakey, D. Daniel, S.	Rotationally Determinate, Positionally Ambiguous Striped Carpet Tiles
United States of America	60/403673	15-Aug-2002	Gray, K.N. Mueller, D.	Raised Flooring Panel with Wireless Antenna
United States of America	10/165848	07-Jun-2002	Oakey, D. Hall, J. Jones, W.	Asymmetrical Carpet Title Design, Manufacture and Installation
United States of America	10/165842	07-Jun-2002	Oakey, D. Daniel, S.	Orthogonally Ambiguous Carpet Tiles Having Curved Elements
United States of America	10/165480	07-Jun-2002	Oakey, D. Daniel, S.	Asymmetrically Shaded Carpet Tiles and Carpet Tile Installations Creating Illusions of Light and Depth
United States of America	60/403790	15-Aug-2002	Colando, G. Oakey, D.	Re-Configurable Rug Kit