

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Mannington Mills, Inc.	12/16/2005

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 39

Property Type	Number
Patent Number:	6936201
Patent Number:	6838147
Patent Number:	6794001
Patent Number:	6761008
Patent Number:	6675545
Patent Number:	6617009
Patent Number:	6555216
Patent Number:	6497936
Patent Number:	6410634
Patent Number:	6390709
Patent Number:	6363677
Patent Number:	6316075
Patent Number:	6291078
Patent Number:	6228463
Patent Number:	6218001

PATENT

500074533

REEL: 017089 FRAME: 0015

CH \$1560.00 6936201

Patent Number:	5955521
Patent Number:	5706642
Patent Number:	D316361
Application Number:	60740604
Application Number:	60712467
Application Number:	11192552
Application Number:	11190452
Application Number:	60697405
Application Number:	11155196
Application Number:	11027042
Application Number:	10925607
Application Number:	10782631
Application Number:	10697532
Application Number:	10384432
Application Number:	09930705
Application Number:	09630121
PCT Number:	US0527149
PCT Number:	US0407814
PCT Number:	US0334741
PCT Number:	US0322870
PCT Number:	US0042812
PCT Number:	US0042813
PCT Number:	US9901628
PCT Number:	US9900605

# CORRESPONDENCE DATA

Fax Number: (212)836-8026  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128367319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: Station 14-B  
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul Somelofske
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Total Attachments: 17

**PATENT**  
**REEL: 017089 FRAME: 0016**

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MANNINGTON MILLS, INC.  
SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

(2005 TRANSACTION)

THIS SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT (2005 TRANSACTION) (this "Second Amended and Restated Patent Security Agreement") made as of the 16th day of December, 2005, by and between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Lenders, with an office at 335 Madison Avenue, New York, New York, 10017.

WITNESSETH:

WHEREAS, Borrower, Mannington Carpets, Inc., a Georgia corporation ("MCI"), certain financial institutions (the "Original Lenders") and BankAmerica Business Credit, Inc. ("BABC"), as agent (the "Original Agent") for the Original Lenders, entered into an Amended and Restated Loan and Security Agreement, dated as of December 12, 1997, as amended by a First Amendment to Amended and Restated Loan and Security Agreement, dated as of August 26, 1998, a Second Amendment to Amended and Restated Loan and Security Agreement, dated as of October 11, 1998, a Third Amendment to Amended and Restated Loan and Security Agreement, dated as of December 1, 1998, a Fourth Amendment to Amended and Restated Loan and Security Agreement, dated as of April 1, 1999, a Fifth Amendment to Amended and Restated Loan and Security Agreement, dated as of April 25, 2000, and a Sixth Amendment to Amended and Restated Loan and Security Agreement, dated as of April 16, 2001 (as so amended, the "Original Loan and Security Agreement");

WHEREAS, simultaneously with the execution and delivery of the Original Loan and Security Agreement, Borrower and the Original Agent entered into that certain Patent Security Agreement dated as of December 12, 1997 (the "Original Patent Security Agreement");

WHEREAS, Bank of America is the successor in interest in and to all of BABC's assets, interests, rights and obligations (collectively, its "Interests") in all of its capacities, including without limitation its Interests under the Original Loan and Security Agreement and all other Loan Documents (as defined in the Original Loan and Security Agreement) executed and delivered in connection therewith as an Original Lender and as the Original Agent;

WHEREAS, Borrower, MCI, certain financial institutions and Bank of America, as agent for such financial institutions, amended and restated the Original Loan and Security Agreement to restructure the loans and commitments of the financial institutions parties thereto and to make certain other changes, all pursuant to (i) a certain Second Amended and Restated Loan Agreement, dated as of December 18, 2001, as amended by a First Amendment to Second Amended and Restated Loan Agreement, dated as of December 28, 2003, and a Second Amendment to Second Amended and Restated Loan Agreement, dated as of December 31, 2004

(as so amended, the "Second Amended and Restated Loan Agreement") and (ii) a certain Second Amended and Restated Security Agreement, dated as of December 18, 2001;

WHEREAS, simultaneously with the execution and delivery of the Second Amended and Restated Loan Agreement, Borrower and Agent entered into a certain Amended and Restated Patent Security Agreement, dated as of December 18, 2001 (the "Amended and Restated Patent Security Agreement");

WHEREAS, MCI has been merged with and into Borrower with Borrower as the surviving entity;

WHEREAS, Borrower, the Lenders and Agent have agreed to amend and restate the Second Amended and Restated Loan Agreement as a third amended and restated loan agreement to restructure the loans and commitments of the financial institutions parties thereto and to make certain other changes;

WHEREAS, simultaneously with the execution and delivery of this Second Amended and Restated Patent Security Agreement, Borrower, the Lenders and Agent are entering into a Third Amended and Restated Loan Agreement (as from time to time amended, modified, restated or supplemented, the "Third Amended and Restated Loan Agreement"), dated as of the date hereof, and Borrower, Maneto, Inc., a Delaware corporation (formerly known as Mannington Mills of Delaware, Inc.), Dealers Supply North, Inc., a Delaware corporation, and Agent are entering into a Third Amended and Restated Security Agreement (as from time to time amended, modified, restated or supplemented, the "Third Amended and Restated Security Agreement"), dated as of the date hereof;

WHEREAS, the Lenders and Agent have required, as a condition to their entering into and advancing funds under the Third Amended and Restated Loan Agreement, that Borrower execute and deliver to Agent this Second Amended and Restated Patent Security Agreement, which shall amend and restate the Amended and Restated Patent Security Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and Agent to enter into the Third Amended and Restated Loan Agreement and to make Loans to Borrower and the other Borrowers thereunder and issue Letters of Credit, Borrower hereby agrees with Agent, for the benefit of Agent and the ratable benefit of the Lenders, that the Amended and Restated Patent Security Agreement shall be, and hereby is, amended and restated in its entirety as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Third Amended and Restated Loan Agreement shall have the meaning specified for such term in the Third Amended and Restated Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Second Amended and Restated Patent Security Agreement shall refer to this Second Amended and Restated Patent Security Agreement as a whole and not to any particular

provision of this Second Amended and Restated Patent Security Agreement, and paragraph references are to this Second Amended and Restated Patent Security Agreement unless otherwise specified.

(c) All terms defined in this Second Amended and Restated Patent Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Second Amended and Restated Patent Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Third Amended and Restated Loan Agreement. The Third Amended and Restated Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's:

(a) now owned or existing and hereafter acquired or arising patents, registered patents and published patent applications, including, without limitation, the patents, registered patents and published patent applications listed on Schedule A attached hereto and made a part hereof, and (i) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing patents, registered patents and published patent applications, together with the other items described in clauses (i)-(iii) in this paragraph 4(a), are hereinafter individually and/or collectively referred to as the "Patents");

(b) rights under or interests in any patent license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, the patent license agreements relating to the manufacturing process listed on Schedule A attached hereto and made a part hereof, together with any renewals thereof and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by any such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all other patent rights and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property (any or all of the foregoing are hereinafter referred to collectively as "Other Patent Rights").

5. Restrictions on Future Agreements. Borrower will not (i) enter into any agreement, including, without limitation, any agreement in which Borrower agrees to sell or assign its interest in, or grant any license under, any of the Patents or Licenses, (a) which could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (b) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing, and Borrower further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Second Amended and Restated Patent Security Agreement or the rights associated with those Patents, Licenses or Other Patent Rights or (ii) sell, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license, alienate, assign its interest in, or grant any license under any of the Patents, Licenses or Other Patent Rights except as expressly permitted under the Third Amended and Restated Loan Agreement, provided however, that Borrower shall have the right to license the use of the Patents in the ordinary course of its business.

6. New Patents, Licenses and Other Patent Rights. Borrower represents and warrants that (a) the Patents and Licenses listed on Schedule A of this Second Amended and Restated Patent Security Agreement includes all of the patents, registered patents, published patent applications and manufacturing process Licenses now owned by Borrower; (b) to its actual knowledge, the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as disclosed in Schedule 6.14 to the Third Amended and Restated Loan Agreement, there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (c) to its actual knowledge, each of the issued Patents is valid and enforceable; (d) to its actual knowledge, there is no infringement by others of the issued Patents and (e) no lien, claim or security interest has been granted by Borrower to any Person in such Patents, Licenses and Other Patent Rights other than to Bank of America as Agent (and as successor to the Original Agent) under the Third Amended and Restated Loan Agreement, the Second Amended and Restated Loan Agreement and the Original Loan and Security Agreement. If, prior to the termination of this Second Amended and Restated Patent Security Agreement, Borrower shall (i) obtain rights to any new patents, registered patents or published patent applications, (ii) become entitled to the benefit of any patents, registered patents, published patent applications, patent licenses, patent license renewals, whether as licensee or licensor, or Other Patent Rights or (iii) enter into any new patent license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to Agent written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence as set forth in Section 5.2(l) of the Third Amended and Restated Loan Agreement. Borrower hereby authorizes Agent to modify this Second Amended and Restated Patent Security Agreement by amending Schedule A to include any future patents, registered patents, published patent applications, patent licenses or patent license renewals (with regards to patent licenses, relating to the manufacturing process), whether as licensee or licensor, which are Patents, Licenses or Other Patent Rights under paragraph 4 above or under this paragraph 6.

7. Royalties. Borrower hereby agrees that the use by Agent on behalf of the Lenders of the Patents, Licenses and Other Patent Rights as authorized hereunder in connection with the exercise of its remedies under paragraph 15 hereof, pursuant to Section 9.2 of the Third Amended and Restated Loan Agreement or pursuant to Section 23 of the Third Amended and

Restated Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

8. Right to Inspect. Borrower agrees not to change the quality of products sold by Borrower under the Patents, Licenses or Other Patent Rights, or in connection with which such Patents, Licenses or Other Patent Rights are used in any material adverse respect except (i) as necessary in its reasonable business judgment, provided that no Event of Default shall have occurred and be continuing or (ii) with Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Second Amended and Restated Patent Security Agreement is made for collateral security purposes only. This Second Amended and Restated Patent Security Agreement shall create a continuing security interest in the Patents, Licenses and Other Patent Rights and shall remain in full force and effect until the payment in full of all of the Obligations and termination of the Third Amended and Restated Loan Agreement. Upon payment in full of all of the Obligations and termination of the Third Amended and Restated Loan Agreement, this Second Amended and Restated Patent Security Agreement shall terminate and Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Patents, Licenses and Other Patent Rights, subject to any disposition thereof which may have been made by Agent pursuant to this Second Amended and Restated Patent Security Agreement, the Third Amended and Restated Security Agreement or the Third Amended and Restated Loan Agreement.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (i) prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the termination of this Second Amended and Restated Patent Security Agreement, (ii) make application for patents and (iii) use commercially reasonable efforts to maintain in full force and effect the Patents, Licenses and Other Patent Rights that are or shall be necessary or economically desirable in the operation of Borrower's business. Borrower further agrees not to abandon any Patent or (except in the ordinary course of Borrower's business) License (x) if such event could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (y) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses and Other Patent Rights and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, Attorney Costs).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Second Amended and Restated Patent



Security Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Second Amended and Restated Patent Security Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Second Amended and Restated Patent Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Second Amended and Restated Patent Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Second Amended and Restated Patent Security Agreement in any jurisdiction.

14. Modification. This Second Amended and Restated Patent Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence of an Event of Default, Borrower shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents, and Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents, Licenses or Other Patent Rights, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Licenses or Other Patent Rights to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Patents, Licenses (to the extent permitted) or Other Patent Rights, to anyone on commercially reasonable terms, (iv) revise, update, amend, complete, file or record the Assignment of Patent and Patent Licenses Registrations and Applications attached as Exhibit A hereto, as Agent may determine to be necessary or desirable to assign or otherwise transfer the Patents, Licenses and Other Patent Rights covered by this Second Amended and Restated Patent Security Agreement to any Person including, without limitation, Agent or any Lender, and (v) take any other actions with respect to the Patents, Licenses or Other Patent Rights as Agent deems in its best interest. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Third Amended and Restated Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Second Amended and Restated Patent Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Third Amended and Restated Loan Agreement or the Third Amended and Restated Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Second Amended and Restated Patent Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents, Licenses or Other Patent Rights may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Part 6 of Article 9 of the UCC with respect to the Patents, Licenses and Other Patent Rights, Borrower agrees to assign, convey and otherwise transfer title in and to the Patents, Licenses and Other Patent Rights to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments (in addition to the Assignment of Patent and Patent Licenses Registrations and Applications attached as Exhibit A hereto) as may be necessary, in Agent's determination, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Patents, Licenses and Other Patent Rights, whether established hereby, by the Third Amended and Restated Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Second Amended and Restated Patent Security Agreement, the Third Amended and Restated Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Second Amended and Restated Patent Security Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assignee of Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. **GOVERNING LAW. THIS SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.**

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Third Amended and Restated Loan Agreement.

19. Agent's Duty. Agent shall not have any duty with respect to the Patents, Licenses or Other Patent Rights. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Patents, Licenses or Other Patent Rights against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Second Amended and Restated Patent Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

22. Further Assurances. Borrower hereby covenants and agrees that it shall execute and deliver such documents and instruments, and hereby authorizes Agent, in its own name or on behalf of Borrower, to execute and deliver such documents and instruments, at Borrower's expense, as Agent deems necessary or proper to give effect to the provisions of this Second Amended and Restated Patent Security Agreement.

23. Ratification and Confirmation. Borrower hereby confirms and agrees that, at all times from and including the date of the Original Patent Security Agreement, it performed in all material respects all covenants and agreements required to be performed by it under the Original Patent Security Agreement and the Amended and Restated Patent Security Agreement, including without limitation to reflect the amendment and restatement of the Second Amended and Restated Loan Agreement. Borrower hereby ratifies and confirms its grants under the Original Patent Security Agreement and the Amended and Restated Patent Security Agreement of security interests in the Patents, Licenses and Other Patent Rights (as defined thereunder) in which it has rights and confirms and agrees that such security interest secures any and all of the Obligations, including, without limitation, the Revolving Loans and Term Loans.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amended and Restated Patent Security Agreement as of the date first written above.

MANNINGTON MILLS, INC.,  
a New Jersey corporation

By: Francis J. Norris  
Francis J. Norris  
Senior Vice President-Treasury,  
Risk & Administration

ATTEST:

By: Kevin P. Igo  
Kevin P. Igo  
Assistant Secretary

Accepted and agreed to as of  
the date first written above, by:

BANK OF AMERICA, N.A.,  
as Agent

By: Robert Scaizitti  
Name: ROBERT SCAIZITTI  
Title: VICE PRESIDENT

STATE OF NEW YORK

)

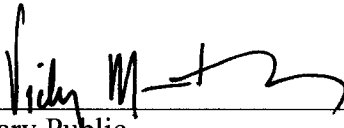
) SS

COUNTY OF NEW YORK

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The foregoing Second Amended and Restated Patent Security Agreement was executed and acknowledged before me this 16th day of December, 2005, by Francis J. Norris, personally known to me to hold the title of Senior Vice President- Treasury, Risk & Administration at Mannington Mills, Inc., a New Jersey corporation, on behalf of such corporation.

(SEAL)

  
\_\_\_\_\_  
Notary Public

Kings County, NY

My commission expires: \_\_\_\_\_

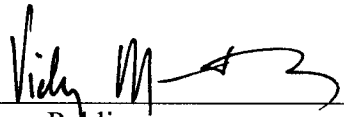
**VICKY MANTHAS**  
Notary Public, State of New York  
No. 02MA6016693  
Qualified in Kings County  
Commission Expires Nov. 30, 2006

STATE OF NEW YORK  
COUNTY OF NEW YORK

)  
) SS  
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The foregoing Second Amended and Restated Patent Security Agreement was executed and acknowledged before me this 16th day of December, 2005, by Robert M. Scatizzi, personally known to me to be a Vice President of Bank of America, N.A., on behalf of such corporation.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
Kings County, NY  
My commission expires: \_\_\_\_\_

VICKY MANTHAS  
Notary Public, State of New York  
No. 02MA6016693  
Qualified in Kings County  
Commission Expires Nov. 30, 2006

Schedule A  
to  
Second Amended and Restated Patent Security Agreement

Dated as of December 16, 2005

PATENTS, REGISTERED PATENTS AND PUBLISHED PATENT APPLICATIONS

Patents Issued by the U.S. Patent  
and Trademark Office

<b>Patent No.</b>	<b>Issue Date</b>	<b>Inventors</b>	<b>Title</b>
<b>6,936,201</b>	August 30, 2005	<b>Desai, Peter; Chen, Hao A.; Zerebecki, Nicholas</b>	Surface coverings containing fused recycled material and processes of making the same
<b>6,838,147</b>	January 4, 2005	<b>Burns, Jr., Alonzo M.; Chen, Hao A.; Zerebecki, Nicholas; Patterson, Charles</b>	Surface covering backing containing polymeric microspheres and processes of making the same
<b>6,794,001</b>	September 21, 2004	<b>Chen, Hao A; Hu, Yuhong; Huang, Tianjian; Judd, Richard; Rufus, Isaac</b>	Flooring with a 2-part adhesive
<b>6,761,008</b>	July 13, 2004	<b>Chen, Hao A; Judd, Richard</b>	Connecting system for surface coverings
<b>6,675,545</b>	January 13, 2004	<b>Chen, Hao A; Judd, Richard</b>	Connecting system for surface coverings
<b>6,617,009</b>	September 9, 2003	<b>Chen, Hao A; Judd, Richard</b>	Thermoplastic planks and methods for making the same
<b>6,555,216</b>	April 29, 2003	<b>Chen, Hao A.; Judd, Richard; Rufus, Isaac B.; Shultz, Jeffrey R.</b>	Contrasting gloss surface coverings optionally containing dispersed wear-resistant particles and methods of making the same
<b>6,497,936</b>	December 24, 2003	<b>Desai, Peter; Lovelady, Jeffrey</b>	Method and apparatus for dyeing and treating yarns
<b>6,410,634</b>	June 25, 2002	<b>Rufus, Isaac B.; Chen, Hao A.</b>	Low gloss polish formulations
<b>6,390,709</b>	May 21, 2002	<b>Zerebecki, Nicholas; Giordano, James</b>	Adhesive dispenser for applying adhesive to grooved flooring planks and method of applying adhesive
<b>6,363,677</b>	April 2, 2002	<b>Chen, Hao A.; Whispell, John M.</b>	Surface covering system and methods of installing same
<b>6,316,075</b>	November 13, 2001	<b>Desai, Peter; Chen, Hao A.; Zerebecki, Nicholas</b>	Surface coverings containing fused recycled material and processes of making the same
<b>6,291,078</b>	September 18,	<b>Chen, Hao A.; Rufus,</b>	Surface coverings containing

Patent No.	Issue Date	Inventors	Title
	2001	Isaac B.	aluminum oxide
6,228,463	May 8, 2001	Chen, Hao A.; Judd, Richard; Rufus, Isaac B.; Shultz, Jeffrey R.	Contrasting gloss surface coverings optionally containing dispersed wear-resistant particles and methods of making the same
6,218,001	April 17, 2001	Chen, Hao A.; Judd, Richard; Rufus, Isaac B.	Surface coverings containing dispersed wear-resistant particles and methods of making the same
5,955,521	September 21, 1999	Rufus, Isaac B.; Chen, Hao A.	Ultra-violet stabilized polyvinyl chloride resins and methods to impart ultra-violet stabilization to polyvinyl chloride resins
5,706,642	January 13, 1998		Variable twist level yarn
D316,361	April 23, 1991	Kieffer, Michael D.	Marking instrument

Patents Pending with U.S. Patent and Trademark Office

Serial No.	Filing Date	Inventors	Title
60/740604	November 29, 2005		Nozzle and applicator for dispensing seam sealer
60/712467	August 30, 2005		Nozzle and applicator for dispensing seam sealer
11/192552	July 29, 2005		Flooring products and methods of making the same
11/190452	July 27, 2005		Connecting system for surface coverings
60/697405	July 8, 2005		Vinyl polymer composition vinyl composition tile formulation and vinyl composition tile
11/155196	June 17, 2005		Variable twist level yarn using fluid twisting
11/027042	December 30, 2004		Surface coverings containing fused recycled material and processes of making the same
10/925607	August 25, 2004		Textile substrate having low variable twist yarn
10/782631	February 19, 2004		Carpet using unused yarn
10/697532	October 30, 2003		A surface covering panel
10/384432	March 7, 2003		Surface coverings containing styrene polymers
09/930705	June 29, 2001	Chen, Hao A.; Rufus, Isaac B.	Surface coverings containing aluminum oxide
09/630121	August 1, 2000		Thermoplastic planks and methods for making the same

Foreign Patents – Issued



<b>Patent No.</b>	<b>Date Issued</b>	<b>Country</b>	<b>Title</b>
<b>232139</b>	November 11, 2005	Mexico	Thermoplastic planks and methods for making the same
<b>2286835</b>	March 18, 2003	Canada	Contrasting gloss surface coverings and surface coverings optionally containing dispersed wear-resuistant particles and methods of making the same
<b>2284751</b>	February 11, 2003	Canada	Surface coverings containing fused recycled material and processes of making the same
<b>2282572</b>	September 24, 2002	Canada	A surface covering backing containing polymeric microspheres and processes or making the same

**Foreign Patents – Pending**

<b>Appl. No.</b>	<b>Date Filed</b>	<b>Country</b>	<b>Title</b>
<b>US05/27149</b>	July 29, 2005	PCT	Flooring products and methods of making the same
<b>04720519.0</b>	September 9, 2005	Europe	Carpet using unused yarn
<b>2005/009738</b>	September 12, 2005	Mexico	Carpet using unused yarn
<b>20040009781.5</b>	October 11, 2005	China	Carpet using unused yarn
<b>2518648</b>	November 2, 2005	Canada	Carpet using unused yarn
<b>US04/07814</b>	March 12, 2004	PCT	Carpet using unused yarn
<b>2503553</b>	April 25, 2005	Canada	A surface covering panel
<b>2005/004686</b>	April 29, 2005	Mexico	A surface covering panel with printed pattern
<b>03779436.9</b>	October 31, 2003	Europe	A surface covering panel with printed pattern
<b>US03/34741</b>	October 31, 2003	PCT	A surface covering panel
<b>2435518</b>	July 16, 2003	Canada	Flooring with a 2-part adhesive
<b>US03/22870</b>	July 22, 2003	PCT	Flooring with a 2-part adhesive
		Belgium	Connecting system for surface coverings
<b>2362269</b>	August 7, 2001	Canada	Connecting system for surface coverings
<b>Granted</b>		Europe	Connecting system for surface coverings
		Germany	Connecting system for surface coverings
<b>2001/008122</b>	August 10, 2001	Mexico	Connecting system for surface coverings
		Netherlands	Connecting system for surface coverings

<b>US00/42812</b>	December 14, 2001	PCT	Connecting system for surface coverings
<b>2327142</b>	November 30, 2000	Canada	Thermoplastic planks and methods for making the same
<b>00127179</b>	December 12, 2000	Europe	Thermoplastic planks and methods for making the same
<b>2000-381016</b>	December 14, 2000	Japan	Thermoplastic planks and methods for making the same
<b>2001/009559</b>	September 21, 2001	Mexico	Bonding agent for polymeric planks and methods of adjoining polymeric planks
<b>US00/42813</b>	December 14, 2000	PCT	Bonding agent for polymeric planks and methods of adjoining polymeric planks
<b>2410390</b>	February 3, 1999	Canada	Surface coverings containing fused recycled material and processes of making the same
<b>US99/01628</b>	January 27, 1999	PCT	Contrasting gloss surface coverings and surface coverings optionally containing dispersed wear-resistant particles and methods of making the same
<b>US99/00605</b>	January 12, 1999	PCT	A surface covering backing containing polymeric microspheres and processes of making the same

### PATENT LICENSE AGREEMENTS

#### Borrower as Licensee

none

#### Borrower as Licensor

9/00 Akzenta Fussbodensystems Gmbhe Supply Agreement with Patent License for laminate flooring products

11/21/01 Domo Gent N.V. Process and Product Know-How Licensing Agreement for resilient flooring products

1/1/03 Engineered Flooring Solutions, Inc. Supply Agreement with Patent License for wood flooring products

6/10/03 Cermiche di Siena Supply Agreement with Patent License for porcelain tile flooring products

6/18/03 Ege Seramik America, Inc. Supply Agreement with Patent License for porcelain tile flooring products

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8/8/03 Novalis International Limited Supply Agreement with Patent License for vinyl tile flooring products

12/2/03 Faus Group, Inc. Supply Agreement with Patent License for laminate flooring products

12/4/03 Hangzhou Dazhuang Floor Co., Ltd. Supply Agreement with Patent License for bamboo flooring products

4/8/04 Interface, Inc. Process and Know-How Licensing Agreement for carpet backing

5/1/04 Ceramica San Prospero Supply Agreement with Patent License for porcelain tile flooring products

5/6/04 I.C.F. Industrie Ceramiche La Paenza S.P.A. Supply Agreement with Patent License for porcelain tile flooring products

5/6/04 Runway, S.R.L. Supply Agreement with Patent License for porcelain tile flooring products

5/6/04 Pastorelli srl Supply Agreement with Patent License for porcelain tile flooring products

5/6/04 Ceramiche Epoca, S.R.L. Supply Agreement with Patent License for porcelain tile flooring products

8/30/04 American Marazzi Tile, Inc. Supply Agreement with Patent License for porcelain tile flooring products

11/3/04 Suminoe Textile Co. Ltd. Supply Agreement with Patent License for tile flooring products

12/3/04 New Elegant Living Timber Manufacturing (Zhongshan), Ltd. Supply Agreement with Patent License for hardwood flooring products

12/6/04 EPC America Supply Agreement with Patent License for porcelain tile flooring products

2/7/05 Losetas Asfálticas, S.A. de S. V. (Vinylasa) Supply Agreement with Patent License for vinyl composition tile products

Exhibit A  
to  
Second Amended and Restated Patent Security Agreement

**ASSIGNMENT OF PATENT AND PATENT LICENSES  
REGISTRATIONS AND APPLICATIONS**

WHEREAS, MANNINGTON MILLS, INC. ("Assignor"), a New Jersey corporation with an address at 75 Mannington Mills Road, Salem, New Jersey 08079, has adopted, used and is using certain Patents and Patent Licenses listed on Schedule A annexed hereto and has made applications to use certain Patents and Patent Licenses listed on such Schedule, such Schedule being made a part hereof (the Patents and Patent Licenses, collectively, the "Patents and Licenses"), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to \_\_\_\_\_ all of its right, title and interest in and to each of the Patents and Licenses, and their respective federal registrations.

DATED: \_\_\_\_\_, \_\_\_\_\_

ATTEST:

MANNINGTON MILLS, INC.

By \_\_\_\_\_  
Kevin P. Igo  
Assistant Secretary

By: \_\_\_\_\_  
Francis J. Norris  
Senior Vice President- Treasury, Risk &  
Administration