

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Mannington Mills, Inc. Second Amended and Restated Patent Security Agreement (2005 Transaction)
CONVEYING PARTY DATA	
Name	Execution Date
Mannington Mills, Inc.	05/20/2010
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as agent
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	12398540
Application Number:	12397449
Application Number:	12366191
Application Number:	12334784
PCT Number:	US9036154
PCT Number:	US9033190
PCT Number:	US8086794
PCT Number:	US8071446
PCT Number:	US8054687
PCT Number:	US0713499
PCT Number:	US0713500
PCT Number:	US0705770
PCT Number:	US0627843
CORRESPONDENCE DATA	

501189983

PATENT
REEL: 024454 FRAME: 0980

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ATTORNEY DOCKET NUMBER:

03191-0069

NAME OF SUBMITTER:

Paul J. Somelofske

Total Attachments: 6

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SECOND AMENDMENT
TO
MANNINGTON MILLS, INC.
SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT
(2005 Transaction)

This Second Amendment to Second Amended and Restated Patent Security Agreement (2005 Transaction) (this "Amendment"), is made and entered into as of May 20, 2010 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., as agent (in such capacity, together with any successor in such capacity, "Agent") for the Lenders (as defined in the Fifth Amended and Restated Loan Agreement (as defined below)), with an office at 335 Madison Avenue, New York, New York, 10017.

WHEREAS, Borrower and Agent are parties to a certain Second Amended and Restated Patent Security Agreement (2005 Transaction), dated as of December 16, 2005 (as amended, supplemented or otherwise modified from time to time, the "Patent Security Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Patent Security Agreement;

WHEREAS, the parties hereto intend to amend the Patent Security Agreement to evidence Borrower's grant to Agent, for the benefit of the Agent and the Lenders, of a security interest in additional patents, registered patents, published patent applications, rights under or interests in any patent license agreements with any other party, any other patent rights and other items related to the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Security Interests in Patents; Amendment to Patent Security Agreement.

a. 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 Patents and Licenses listed on Schedule A hereto and all Other Patent Rights in connection therewith (collectively, the "Additional Property"). Such Patents, Licenses and Other Patent Rights shall be subject to the terms and conditions of the Patent Security Agreement.

b. In connection with such grant, Schedule A of the Patent Security Agreement is hereby amended to add and incorporate the Patents and Licenses listed on Schedule A attached to this Amendment.

2. Representations, Warranties and Covenants. Borrower hereby:

a. represents and warrants to Agent and the Lenders that the representations and warranties made (or deemed made) by it as Borrower under the Patent Security Agreement are true and correct on and as of the date hereof (both before and after giving effect to this Amendment);

b. agrees to comply with all of the terms, conditions, covenants, agreements and obligations set forth in the Patent Security Agreement with respect to the Additional Property; and

c. agrees and confirms that (i) the Additional Property is currently, and has been at all times since Borrower obtained rights therein, covered by the Patent Security Agreement in accordance with the provisions of Section 6 thereof, and this Amendment shall serve to evidence the same, and (ii) all applicable provisions of the Patent Security Agreement shall be applicable to the Additional Property and Agent shall be entitled to all rights and benefits in connection therewith under the terms of the Patent Security Agreement.

3. Further Assurances. Borrower agrees from time to time, upon the reasonable request of Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Amendment.

4. Continued Effectiveness; Affirmation.

a. The parties hereto agree that (i) all references in the Patent Security Agreement to the Third Amended and Restated Loan Agreement shall include the Fifth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Fifth Amended and Restated Loan Agreement") and (ii) all references in the Patent Security Agreement to the Second Amended and Restated Patent Security Agreement and all references in the Loan Documents to the "MMI Patent Agreement" shall be deemed references to the Patent Security Agreement, as amended by this Amendment.

b. Except for the amendments set forth herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Patent Security Agreement and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Patent Security Agreement as amended herein, are hereby ratified and confirmed in all respects and shall remain in full force and effect from and after the date of this Amendment.

c. Borrower hereby ratifies and confirms its grant of security interests and liens in the Patents, Licenses and Other Patent Rights and confirms and agrees that such Patents, Licenses and Other Patent Rights shall continue to secure any and all Obligations.

5. Miscellaneous

a. Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

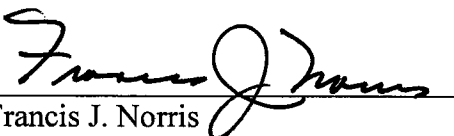
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format) shall be as effective as delivery of a manually executed counterpart hereof.

c. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

[SIGNATURES TO FOLLOW]


IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MANNINGTON MILLS, INC.

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

Accepted and agreed to
as the date first written above

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Robert Scalzitti
Title: Senior Vice President

Schedule A
to
Patent Security Agreement

Mannington Mills, Inc. Issued Patents

Foreign

Patent No.	Date Issued	Country	Title
2518648	May 19, 2009	Canada	Carpet using unused yarn
2410390	January 15, 2008	Canada	Surface coverings containing fused recycled material and processes of making the same
2435518	September 11, 2007	Canada	Flooring with a 2-part adhesive
2327142	August 28, 2007	Canada	Thermoplastic planks and methods for making the same
2362269	December 5, 2006	Canada	Connecting system for surface coverings

Mannington Mills, Inc. Patents Pending

United States

Serial No.	Filing Date	Inventors	Title
12/398540	March 5, 2009		Surface coverings containing reclaimed VCT material, and methods and systems for making and using them
12/397449	March 4, 2009		Connecting system for surface coverings
12/366191	February 5, 2009		Carpet tile
12/334784	December 15, 2008		Dual-edge irregular bevel-cut system and method

Foreign

Patent No.	Date Filed	Country	Title
US2009/036154	May 3, 2009	PCT	Surface coverings containing reclaimed VCT material, and methods and systems for making and using them
US2009/033190	May 2, 2009	PCT	Carpet tile
US2008/086794	December 15, 2008	PCT	Dual-edge irregular bevel-cut system and method

US2008/071446	July 29, 2008	PCT	Floor covering with interlocking design
US2008/054687	February 22, 2008	PCT	Olefin based compositions and floor coverings containing the same
US2007/013499	December 21, 2007	PCT	Methods and systems for decorating bevel and other surfaces of laminated floorings
US2007/013500	August 6, 2007	PCT	Carpet
US2007/005770	August 3, 2007	PCT	A process and system for subdividing a laminated flooring substrate
US2006/027843	August 18, 2006	PCT	Connecting system for surface coverings

License Agreements Involving Patents

Borrower as Licensee

4/8/04 – License from Interface for recyclable backing technology

1/1/06 – License from UniLin for laminate Products

7/1/06 – License from Invista for Stainmaster products

8/25/08 – License Agreement with Tac Fast for Adura LOCnGO products

11/20/09 – License under Settlement Agreement with Metroflor for Adura LOCnGO products

1/1/10 – License from Valinge for laminate products