

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mannington Mills, Inc.	03/02/2012
RECEIVING PARTY DATA	
Name:	TPG Specialty Lending, Inc., as agent
Street Address:	888 Seventh Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 78	
Property Type	Number
Patent Number:	8021741
Patent Number:	8006460
Patent Number:	8002003
Patent Number:	7971327
Patent Number:	7918062
Patent Number:	7861753
Patent Number:	7849655
Patent Number:	7833611
Patent Number:	7763345
Patent Number:	7419717
Patent Number:	7384697
Patent Number:	7361401
Patent Number:	7341772
Patent Number:	7299615

Patent Number:	7288306
Patent Number:	7211310
Patent Number:	7169460
Patent Number:	7014802
Patent Number:	6986934
Patent Number:	6936201
Patent Number:	6838147
Patent Number:	6794001
Patent Number:	6761008
Patent Number:	6753066
Patent Number:	6675545
Patent Number:	6617009
Patent Number:	6609348
Patent Number:	6555216
Patent Number:	6497936
Patent Number:	6410634
Patent Number:	6397544
Patent Number:	6390709
Patent Number:	6363677
Patent Number:	6316075
Patent Number:	6299974
Patent Number:	6291078
Patent Number:	6228463
Patent Number:	6218001
Patent Number:	6203879
Patent Number:	6197400
Patent Number:	6114008
Patent Number:	5981058
Patent Number:	5961903
Patent Number:	5955521
Patent Number:	5891564
Patent Number:	5891294
Patent Number:	5670237
Patent Number:	D381834
Patent Number:	5494707

	13033222
Application Number:	13016261
Application Number:	12987573
Application Number:	12956317
Application Number:	12956484
Application Number:	12771133
Application Number:	12398540
Application Number:	12397449
Application Number:	12366191
Application Number:	12334784
Application Number:	11976577
Application Number:	11190452
Application Number:	11192552
PCT Number:	US0936154
PCT Number:	US0933190
PCT Number:	US0886794
PCT Number:	US0871446
PCT Number:	US0854687
PCT Number:	US0713499
PCT Number:	US0713500
PCT Number:	US0627843
PCT Number:	US0527149
PCT Number:	US0407814
PCT Number:	US0334741
PCT Number:	US0322870
PCT Number:	US0042813
PCT Number:	US0042812
PCT Number:	US9901628
PCT Number:	US9900605

# CORRESPONDENCE DATA

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Email: scott.kareff@srz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

**PATENT**  
**REEL: 027830 FRAME: 0110**

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 079464-0015

NAME OF SUBMITTER: Scott Kareff (079464-0015)

**Total Attachments: 16**

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MANNINGTON MILLS, INC.  
PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") made as of the 2nd day of March, 2012, by and between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("MMI"), and TPG SPECIALTY LENDING, INC. ("TPG"), in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Lenders, with an office at 888 Seventh Avenue, 38th Floor, New York, NY 10019.

WITNESSETH:

WHEREAS, MMI is the owner of certain patents, registered patents and published patent applications, has rights under or interests in certain patent license agreements with other parties and has an interest in other patent rights and other items related to the foregoing;

WHEREAS, simultaneously with the execution and delivery of this Patent Security Agreement, MMI is entering into (i) a Second Lien Loan Agreement (as from time to time amended, modified, restated or supplemented, the "Loan Agreement"), dated as of the date hereof, by and among, MMI, Burke Industries (Delaware), Inc., a Delaware corporation ("BI (DE)"), and Maneto (UK) 2 Limited, a company incorporated in England and Wales ("UK2"), and together with MMI and BI (DE), each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time parties thereto (the "Lenders") and the Agent, and (ii) a Security Agreement (as from time to time amended, modified, restated or supplemented, the "Security Agreement"), dated as of the date hereof, made by the Borrowers and certain of their Affiliates in favor of the Agent;

WHEREAS, the Lenders and Agent have required, as a condition to their entering into and advancing funds under the Loan Agreement, that MMI execute and deliver to Agent this 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 Loan Agreement and to make Loans to MMI and the other Borrowers thereunder, MMI hereby agrees with Agent, for the benefit of Agent and the ratable benefit of the Lenders, as follows:

1. Defined Terms.

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

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Patent Security Agreement shall refer to this Patent Security Agreement as a

whole and not to any particular provision of this Patent Security Agreement, and paragraph references are to this Patent Security Agreement unless otherwise specified.

(c) All terms defined in this 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 Patent Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The 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, MMI 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 MMI'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 MMI'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 MMI 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 MMI 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. MMI will not (i) enter into any agreement, including, without limitation, any agreement in which MMI 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 MMI 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 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 Loan Agreement, provided however, that MMI 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. MMI represents and warrants that (a) the Patents and Licenses listed on Schedule A of this Patent Security Agreement includes all of the patents, registered patents, published patent applications and manufacturing process Licenses now owned by MMI; (b) to its actual knowledge, the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and 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 MMI to any Person in such Patents, Licenses and Other Patent Rights other than to the Working Capital Agent under the Working Capital Loan Documents. If, prior to the termination of this Patent Security Agreement, MMI 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. MMI 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 Loan Agreement. MMI hereby authorizes Agent to modify this 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. MMI 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 Loan Agreement or pursuant to Section 23 of the Security Agreement shall be coextensive with MMI's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to MMI.

8. Right to Inspect. MMI agrees not to change the quality of products sold by MMI 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 Patent Security Agreement is made for collateral security purposes only. This 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 Loan Agreement. Upon payment in full of all of the Obligations and termination of the Loan Agreement, this Patent Security Agreement shall terminate and Agent shall promptly execute and deliver to MMI, at MMI'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 Patent Security Agreement, the Security Agreement or the Loan Agreement.

10. Duties of MMI. MMI shall have the duty, to the extent desirable in the normal conduct of MMI'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 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 MMI's business. MMI further agrees not to abandon any Patent or (except in the ordinary course of MMI'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 MMI.

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, MMI 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. MMI 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 MMI of any provision of this 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 MMI 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 MMI contained in this 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 MMI specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Patent Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this 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 Patent Security Agreement in any jurisdiction.

14. Modification. This 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, MMI shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents, and MMI hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as MMI's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in MMI's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse MMI'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 under such License) 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 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. MMI 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 Loan Agreement shall have been terminated. MMI acknowledges and agrees that this Patent Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or the 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 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, MMI 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 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 Patent Security Agreement, the Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Patent Security Agreement shall be binding upon MMI and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. MMI'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 MMI; provided, however, that MMI shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. **GOVERNING LAW. THIS 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 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 MMI 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 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. MMI 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 MMI, to execute and deliver such documents and instruments, at MMI's expense, as Agent deems necessary or proper to give effect to the provisions of this Patent Security Agreement.

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

MANNINGTON MILLS, INC.,  
a New Jersey corporation

By

  
Name:  
Title:

[Signature Page to Mannington Mills, Inc. Patent Security Agreement]

**PATENT**  
**REEL: 027830 FRAME: 0118**

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

**TPG SPECIALTY LENDING, INC.,**  
as Agent

By \_\_\_\_\_

Name:

Title:

**Joshua W. Easterly**

Vice President

Schedule A  
to  
Patent Security Agreement

Dated as of March 2, 2012

PATENTS, REGISTERED PATENTS AND PUBLISHED PATENT APPLICATIONS

**1. Patents**

**United States**

Patent No.	Filing Date	Issue Date	Inventors	Title
<b>*8,021,741</b>	June 29, 2010	September 20, 2011	Chen, Hao A.; Judd, Richard	Thermoplastic planks and methods for making the same
<b>8,006,460</b>	July 29, 2008	August 30, 2011	Chen, Hao A.; Whispell, John M.; Wan, Ji-Min	Floor covering with interlocking design
<b>*8,002,003</b>	November 30, 2010	August 23, 2011	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method
<b>7,971,327</b>	March 8, 2007	July 5, 2011	Deringor, Gungor J.; Dryden, Sam Cantey	Process and system for sub-dividing a laminated flooring substrate
<b>7,918,062</b>	January 10, 2007	April 5, 2011	Chen, Hao A.	Methods and systems for decorating bevel and other surfaces of laminated floorings
<b>7,861,753</b>	December 15, 2008	January 4, 2011	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method
<b>7,849,655</b>	July 27, 2005	December 14, 2010	Chen, Hao A.; Whispell, John M.	Connecting system for surface coverings
<b>7,833,611</b>	February 23, 2007	November 16, 2010	Phan, Tam Thi Minh; Chen, Hao A.; Bradway, Dennis H.	Olefin based compositions and floor coverings containing the same
<b>7,763,345</b>	August 22, 2008	July 27, 2010	Chen, Hao A.; Judd, Richard	Thermoplastic planks and methods for making the same
<b>7,419,717</b>	April 20, 2007	September 2, 2008	Chen, Hao A.; Judd, Richard	Thermoplastic planks and methods for making the same
<b>7,384,697</b>	June 29, 2001	June 10, 2008	Chen, Hao A.; Rufus; Isaac B.	Surface coverings containing aluminum oxide

<b>Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Inventors</b>	<b>Title</b>
<b>7,361,401</b>	December 30, 2004	April 22, 2008	Desai, Peter; Chen, Hao A.; Zerebecki, Nicholas	Surface coverings containing fused recycled material and processes of making the same
<b>7,341,772</b>	February 17, 2004	March 11, 2008	Guess, Roy E.	Carpet using unused yarn
<b>7,299,615</b>	June 17, 2005	November 27, 2007	Kersey, Brandon	Variable twist level yarn using fluid twisting
<b>7,288,306</b>	August 25, 2004	October 30, 2007	Kersey, Brandon	Textile substrate having low variable twist yarn
<b>7,211,310</b>	March 22, 2002	May 1, 2007	Chen, Hao A; Judd, Richard	Thermoplastic planks and methods for making the same
<b>7,169,460</b>	August 1, 2000	January 30, 2007	Chen, Hao A; Judd, Richard	Thermoplastic planks and methods for making the same
<b>7,014,802</b>	April 7, 1999	March 21, 2006	Eby, John; Chen, Hao A.; Burns, Jr., Alonso M.	Methods to make a surface covering having a natural appearance
<b>6,986,934</b>	August 2, 2004	January 17, 2006	Chen, Hao A; Judd, Richard	Thermoplastic planks and methods for making the same
<b>6,936,201</b>	September 7, 2001	August 30, 2005	Desai, Peter; Chen, Hao A.; Zerebecki, Nicholas	Surface coverings containing fused recycled material and processes of making the same
<b>6,838,147</b>	January 12, 1999	January 4, 2005	Burns, Jr., Alonzo M.; Chen, Hao A.; Zerebecki, Nicholas; Patterson, Charles	Surface covering backing containing polymeric microspheres and processes of making the same
<b>6,794,001</b>	July 25, 2002	September 21, 2004	Chen, Hao A; Hu, Yuhong; Huang, Tianjian; Judd, Richard; Rufus, Isaac	Flooring with a 2-part adhesive
<b>6,761,008</b>	August 1, 2001	July 13, 2004	Chen, Hao A.; Judd, Richard	Connecting system for surface coverings
<b>6,753,066</b>	December 28, 2000	June 22, 2004	Eby, John M.; Chen, Hao A.; Burns, Jr., Alonzo M.	Surface coverings having a natural appearance and methods to make a surface covering having a natural appearance
<b>6,675,545</b>	December 14, 2000	January 13, 2004	Chen, Hao A; Judd, Richard	Connecting system for surface coverings
<b>6,617,009</b>	December 14, 1999	September 9, 2003	Chen, Hao A; Judd, Richard	Thermoplastic planks and methods for making the same

Patent No.	Filing Date	Issue Date	Inventors	Title
6,609,348	May 8, 2002	August 26, 2003	Desai, Peter	Method for assembling a repeating series of tiles
6,555,216	December 29, 2000	April 29, 2003	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
6,497,936	June 14, 1999	December 24, 2003	Desai, Peter; Lovelady, Jeffrey	Method and apparatus for dyeing and treating yarns
6,410,634	December 23, 1998	June 25, 2002	Rufus, Isaac B.; Chen, Hao A.	Low gloss polish formulations
6,397,544	September 20, 2000	June 4, 2002	Desai, Peter	Method for making a repeating series of tiles
6,390,709	March 27, 2001	May 21, 2002	Zerebecki, Nicholas; Giordano, James	Adhesive dispenser for applying adhesive to grooved flooring planks and method of applying adhesive
6,363,677	April 10, 2000	April 2, 2002	Chen, Hao A.; Whispell, John M.	Surface covering system and methods of installing same
6,316,075	February 3, 1999	November 13, 2001	Desai, Peter; Chen, Hao A.; Zerebecki, Nicholas	Surface coverings containing fused recycled material and processes of making the same
6,299,974	September 17, 1999	October 9, 2001	Shih, Keith S.; Chen, Hao A.	Stain blocking barrier layer
6,291,078	October 22, 1997	September 18, 2001	Chen, Hao A.; Rufus, Isaac B.	Surface coverings containing aluminum oxide
6,228,463	July 29, 1998	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	January 28, 1998	April 17, 2001	Chen, Hao A.; Judd, Richard; Rufus, Isaac B.	Surface coverings containing dispersed wear-resistant particles and methods of making the same
6,203,879	April 24, 1998	March 20, 2001	Desai, Peter	Repeating series of carpet tiles, and method for cutting and laying thereof
6,197,400	October 24, 1997	March 6, 2001	Desai, Peter	Repeating series of tiles
6,114,008	May 20, 1999	September 5,	Eby, John M.;	Surface coverings having

Patent No.	Filing Date	Issue Date	Inventors	Title
		2000	Chen, Hao A.; Burns, Jr., Alonzo M.	a natural appearance and methods to make a surface covering having a natural appearance
<b>5,981,058</b>	September 13, 1999	November 9, 1999	Shih, Keith A.; Chen Hao A.	Stain blocking barrier layer
<b>5,961,903</b>	December 23, 1997	October 5, 1999	Eby, John M.; Chen, Hao A.; Burns, Jr., Alonzo M.	Method of making a surface covering having a natural appearance
<b>5,955,521</b>	July 17, 1997	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
<b>5,891,564</b>	December 11, 1996	April 6, 1999	Shultz, Jeffrey R; Crispin, Barry C.	Decorative surface coverings
<b>5,891,294</b>	June 16, 1997	April 6, 1999	Shih, Keith S.; Chen, Hao A.	Stain blocking barrier layer
<b>5,670,237</b>	June 7, 1995	September 23, 1997	Shultz, Jeffrey R.; Crispin, Barry C.	Method for making a surface covering product and products resulting from said method
<b>D381,834</b>	January 13, 1995	August 5, 1997	Potter, C. Frank; Jensen, Gary S.; Hernick, Mark R.; Spangenberg, Steve	Floor product sample frame
<b>5,494,707</b>	December 5, 1994	February 27, 1996	Wang, C. David; Eby, John M.; Lan, David; Chen, Hao A.; Judd, Richard E.; Joslin, Richard D.	Resilient floor covering and method of making same

#### Foreign

Patent No.	Date Issued	Country	Title
<b>2,503,553</b>	October 12, 2010	Canada	A surface covering panel with printed pattern
<b>2,644,121</b>	October 5, 2010	Canada	A process and system for sub-dividing a laminated flooring substrate
<b>2,518,648</b>	May 19, 2009	Canada	Carpet using unused yarn
<b>2,410,390</b>	January 15, 2008	Canada	Surface coverings containing fused recycled material and processes of making the same
<b>2,435,518</b>	September 11, 2007	Canada	Flooring with a 2-part adhesive
<b>2,327,142</b>	August 28, 2007	Canada	Thermoplastic planks and methods for



			making the same
<b>2,362,269</b>	December 5, 2006	PCT	Connecting system for surface coverings
<b>232,139</b>	November 11, 2005	Mexico	Thermoplastic planks and methods for making the same
<b>2,283,835</b>	March 18, 2003	Canada	Contrasting gloss surface coverings and surface coverings optionally containing dispersed wear-resistant particles and methods of making the same
<b>2,284,751</b>	February 11, 2003	Canada	Surface coverings containing fused recycled material and processes of making the same
<b>2,282,572</b>	September 24, 2002	Canada	A surface covering backing containing polymeric microspheres and processes of making the same
<b>2,177,512</b>	January 2, 2001	Canada	Decorative surface coverings and methods for making the same

## 2. Patents Pending

### United States

Serial No.	Filing Date	Inventors	Title
<b>*13/033222</b>	February 23, 2011	Chen, Hao A.	Methods and systems for decorating bevel and other surfaces of laminated floorings
<b>*13/016261</b>	January 28, 2011	Peronto, Robert J.; Johnson, Timothy C.; Compton, Michael D.; Smith, Danny R.	Method for mechanically scraping boards, apparatus for same, and products made therewith
<b>*12/987573</b>	January 10, 2011	Chen, Hao A.; Whispell, John	Floor covering with interlocking design
<b>*12/956317</b>	November 30, 2010	Chen, Hao A.; Whispell, John	Connecting system for surface coverings
<b>*12/956484</b>	November 30, 2010	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method
<b>12/771133</b>	April 30, 2010	Brinkley, Robert Wayne	Method for imparting bleach and stain resistance to dyed yarns in carpet and products made therewith
<b>12/398540</b>	March 5, 2009	Dyczko-Riglin, Mary Katherine; Bradway, Dennis H.; Emmons, John; Wilmore, Carl	Surface coverings containing reclaimed VCT material, and methods and systems for making and using them
<b>12/397449</b>	March 4, 2009	Chen, Hao A.; Whispell, John	Connecting system for surface coverings
<b>12/366191</b>	February 5, 2009	McGee, Pegg	Carpet tile

		D.	
<b>12/334784</b>	December 15, 2008	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method
<b>11/976577</b>	October 25, 2007	Chen, Hao A.; Rufus, Isaac B.	Surface coverings containing aluminum oxide
<b>11/190452</b>	February 1, 2007	Chen, Hao A.; Whispell, John	Connecting system for surface coverings
<b>11/192552</b>	July 25, 2005	Chen, Hao A.; Judd, Richard	Flooring products and methods of making the same

#### Foreign

<b>Patent No.</b>	<b>Date Filed</b>	<b>Country</b>	<b>Title</b>
<b>US2009/036154</b>	March 5, 2009	PCT	Surface coverings containing reclaimed VCT material, and methods and systems for making and using them
<b>US2009/033190</b>	May 2, 2009	PCT	Carpet tile
<b>US2008/086794</b>	December 15, 2008	PCT	Dual-edge irregular bevel-cut system and method
<b>US2008/071446</b>	July 29, 2008	PCT	Floor covering with interlocking design
<b>US2008/054687</b>	February 22, 2008	PCT	Olefin based compositions and floor coverings containing the same
<b>US2007/013499</b>	December 21, 2007	PCT	Methods and systems for decorating bevel and other surfaces of laminated floorings
<b>US2007/013500</b>	August 6, 2007	PCT	Carpet
<b>US2006/027843</b>	August 18, 2006	PCT	Connecting system for surface coverings
<b>US2005/027149</b>	July 29, 2005	PCT	Flooring products and methods of making the same
<b>US2004/007814</b>	March 12, 2004	PCT	Carpet using unused yarn
<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>US2003/034741</b>	October 31, 2003	PCT	A surface covering panel with printed pattern
<b>2005/004686</b>	April 29, 2005	Mexico	A surface covering panel with printed pattern
<b>15556561</b>	October 31, 2003	Europe	A surface covering panel with printed pattern
<b>US2003/022870</b>	July 22, 2003	PCT	Flooring with a 2-part adhesive
<b>2001/008122</b>	August 10, 2001	Mexico	Connecting system for surface coverings
<b>2001/009559</b>	September 21, 2001	Mexico	Bonding agent for polymeric planks and methods of adjoining polymeric planks
<b>US2000/042813</b>	December 14, 2000	PCT	Bonding agent for polymeric planks and methods of adjoining polymeric planks
<b>US2000/042812</b>	December 14, 2000	PCT	Connecting system for surface coverings
<b>2000-381016</b>	December 14, 2000	Japan	Thermoplastic planks and methods for

DOC ID-18174774.3

			making the same
<b>00127179</b>	December 12, 2000	Europe	Thermoplastic planks and methods for making the same
<b>US1999/001628</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>US1999/00605</b>	January 12, 1999	PCT	A surface covering backing containing polymeric microspheres and processes of making the same

## PATENT LICENSE AGREEMENTS

### MMI as Licensee

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

12/11/06 – Interface, Inc. Settlement and Cross License Agreement for carpet backing

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

2/4/10 – License from Valinge for laminate products

4/13/10 – License from Congoleum for resilient flooring tiles; non-exclusive and royalty-free

5/1/10 – License from Pergo AG, Pergo LLC for joints for flooring panels; royalty payable by MMI flat fee plus

12/19/11 – License from Valinge for wood flooring products; license fee payable by MMI

### MMI as Licensor

2/7/05 – Losetas Asfálticas, S.A. de S.V. (Vinylasa) Exclusive Supply Agreement with Patent License for vinyl composition tile products (Less than \$500,000 in annual purchases)

3/10/05 – Pharr Yarns, LLC Supply Agreement with Patent License for yarn processing

Exhibit A  
to  
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 \_\_\_\_\_  
Name:  
Title:

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