

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Amendment to Mannington Mills, Inc. Second Amended and Restated Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Mannington Mills, Inc.	03/02/2012
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: 31	
Property Type	Number
Patent Number:	8021741
Patent Number:	8006460
Patent Number:	8002003
Patent Number:	7971327
Patent Number:	7918062
Patent Number:	7849655
Patent Number:	7833611
Patent Number:	7763345
Patent Number:	7419717
Patent Number:	6228463
Patent Number:	6218001
Patent Number:	5961903
Patent Number:	5955521
Patent Number:	5891564

Patent Number:	5670237
Patent Number:	D381834
Patent Number:	5494707
Application Number:	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
PCT Number:	US0527149
PCT Number:	US0407814
PCT Number:	US0334741
PCT Number:	US0322870

CORRESPONDENCE DATA

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

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

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Address Line 2: 16-06

Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	03191-0069
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NAME OF SUBMITTER:	Paul J. Somelofske
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Total Attachments: 9

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

This Third Amendment to Second Amended and Restated Patent Security Agreement (this "Amendment"), is made and entered into as of March 2, 2012 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 Secured Parties (as defined in the Sixth 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, dated as of December 16, 2005, as amended by the First Amendment to Second Amended and Restated Patent Security Agreement, dated as of June 20, 2008, and the Second Amendment to Second Amended and Restated Patent Security Agreement, dated as of May 20, 2010 (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 Secured Parties, 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 (as defined in the Sixth Amended and Restated Loan Agreement), Borrower hereby grants to Agent, for the benefit of the Agent and the Secured Parties, 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 Secured Parties 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 Sixth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., Maneto (UK) 2 Limited, the other borrowers from time to time party thereto, the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Sixth 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 (as defined in the Sixth Amended and Restated Loan Agreement, including any and all

U.S. Obligations, UK Obligations and German Obligations). In addition, Borrower hereby confirms that, notwithstanding anything to the contrary contained in the Patent Security Agreement, such grant of a security interest and lien shall be for the benefit of the Agent for the ratable benefit of the Secured Parties.

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.

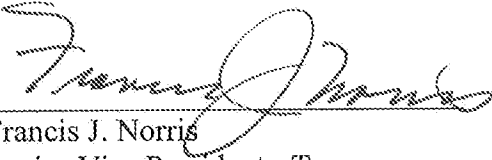
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format)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

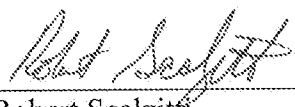
IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

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

United States

Patent No.	Filing Date	Issue Date	Inventors	Title
*8,021,741	June 29, 2010	September 20, 2011	Chen, Hao A.; Judd, Richard	Thermoplastic planks and methods for making the same
8,006,460	July 29, 2008	August 30, 2011	Chen, Hao A.; Whispell, John M.; Wan, Ji-Min	Floor covering with interlocking design
*8,002,003	November 30, 2010	August 23, 2011	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method
7,971,327	March 8, 2007	July 5, 2011	Deringor, Gungor J.; Dryden, Sam Cantey	Process and system for sub-dividing a laminated flooring substrate
7,918,062	January 10, 2007	April 5, 2011	Chen, Hao A.	Methods and systems for decorating bevel and other surfaces of laminated floorings
7,849,655	July 27, 2005	December 14, 2010	Chen, Hao A.; Whispell, John M.;	Connecting system for surface coverings
7,833,611	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
7,763,345	August 22, 2008	July 27, 2010	Chen, Hao A.; Judd, Richard	Thermoplastic planks and methods for making the same
7,419,717	April 20, 2007	September 2, 2008	Chen, Hao A.; Judd, Richard	Thermoplastic planks and methods for making the same
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

Patent No.	Filing Date	Issue Date	Inventors	Title
				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
5,961,903	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
5,955,521	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
5,891,564	December 11, 1996	April 6, 1999	Shultz, Jeffrey R; Crispin, Barry C.	Decorative surface coverings
5,670,237	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
D381,834	January 13, 1995	August 5, 1997	Potter, C. Frank; Jensen, Gary S.; Hernick, Mark R.; Spangenberg, Steve	Floor product sample frame
5,494,707	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
2,503,553	October 12, 2010	Canada	A surface covering panel with printed pattern
2,644,121	October 5, 2010	Canada	A process and system for subdividing a laminated flooring

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

Mannington Mills, Inc. Patents Pending

United States

Serial No.	Filing Date	Inventors	Title
*13/033222	February 23, 2011	Chen, Hao A.	Methods and systems for decorating bevel and other surfaces of laminated floorings
*13/016261	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
*12/987573	January 10, 2011	Chen, Hao A.; Whispell, John	Floor covering with interlocking design
*12/956317	November 30, 2010	Chen, Hao A.; Whispell, John	Connecting system for surface coverings
*12/956484	November 30, 2010	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method
12/771133	April 30, 2010	Brinkley, Robert Wayne	Method for imparting bleach and stain resistance to dyed yarns in carpet and products made therewith
12/398540	March 5, 2009	Dyczko-Riglin, Mary	Surface coverings containing reclaimed VCT material, and

		Katherine; Bradway, Dennis H.; Emmons, John; Wilmore, Carl	methods and systems for making and using them
12/397449	March 4, 2009	Chen, Hao A.; Whispell, John	Connecting system for surface coverings
12/366191	February 5, 2009	McGee, Peggie D.	Carpet tile
12/334784	December 15, 2008	Walker, Andrew Nicholas	Dual-edge irregular bevel-cut system and method

Foreign

Patent No.	Date Filed	Country	Title
US2005/027149	July 29, 2005	PCT	Flooring products and methods of making the same
US2004/007814	March 12, 2004	PCT	Carpet using unused yarn
04720519.0	September 9, 2005	Europe	Carpet using unused yarn
2005/009738	September 12, 2005	Mexico	Carpet using unused yarn
20040009781.5	October 11, 2005	China	Carpet using unused yarn
US2003/034741	October 31, 2003	PCT	A surface covering panel with printed pattern
2005/004686	April 29, 2005	Mexico	A surface covering panel with printed pattern
1556561	October 31, 2003	Europe	A surface covering panel with printed pattern
US2003/022870	July 22, 2003	PCT	Flooring with a 2-part adhesive
2001/008122	August 10, 2001	Mexico	Connecting system for surface coverings

License Agreements Involving Patents

Grantor 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 Borrower flat fee plus

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

Grantor as Licensor

2/7/05 – Losetas Asfalticas, 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