

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3057264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FOURTH AMENDMENT TO MANNINGTON MILLS, INC. SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
MANNINGTON MILLS, INC.			10/01/2014
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS AGENT		
<b>Street Address:</b>	ONE BRYANT PARK		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	8592501		
<b>Patent Number:</b>	8429870		
<b>Patent Number:</b>	8365488		
<b>Application Number:</b>	13733293		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-836-7319		
<b>Email:</b>	paul.somelofske@kayescholer.com		
<b>Correspondent Name:</b>	PAUL J. SOMELOFSKE C/O KAYE SCHOLER LLP		
<b>Address Line 1:</b>	250 WEST 55TH STREET		
<b>Address Line 2:</b>	ROOM 1119		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019-9710		
<b>ATTORNEY DOCKET NUMBER:</b>	03191-0258-05948		
<b>NAME OF SUBMITTER:</b>	PAUL J. SOMELOFSKE		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	10/08/2014		
<b>Total Attachments: 7</b>			
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FOURTH AMENDMENT  
TO  
MANNINGTON MILLS, INC.  
SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Fourth Amendment to Second Amended and Restated Patent Security Agreement (this "Amendment"), is made and entered into as of October 1, 2014, 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 Seventh Amended and Restated Loan Agreement (as defined below)), with an office at One Bryant Park, New York, New York 10036.

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, the Second Amendment to Second Amended and Restated Patent Security Agreement, dated as of May 20, 2010, and the Third Amendment to Second Amended and Restated Patent Security Agreement, dated as of March 2, 2012 (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 Seventh 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 Seventh Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., Amtico USA, LLC, Dealers Supply North, Inc., the other borrowers from time to time party thereto, the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Seventh 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 Seventh Amended and Restated Loan Agreement). 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.

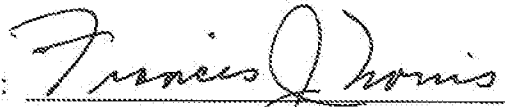
b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format)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

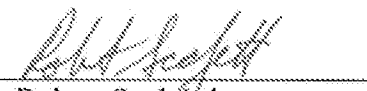
IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

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**

<b>Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Inventors</b>	<b>Title</b>
<b>8,592,501</b>	June 3, 2011	November 26, 2013	Phan, Tam T.; Chen, Hao A.; Bradway, Dennis	Floor covering composition containing renewable polymer
<b>8,429,870</b>	November 30, 2010	April 30, 2013	Chen, Hao A.; Whispell, John M.	Connecting system for surface coverings
<b>8,365,488</b>	February 23, 2011	February 5, 2013	Chen, Hao. A.	Methods and systems for decorating bevel and other surfaces of laminated floorings

**Foreign**

<b>Patent No.</b>	<b>Date Issued</b>	<b>Country</b>	<b>Title</b>
<b>317426</b>	January 23, 2014	Mexico	Dual-edge irregular bevel-cut system and method
<b>190765</b>	August 20, 2014	EPO	Connecting system for surface coverings
<b>ZL200880013370.1</b>	September 4, 2013	China	Olefin based compositions and floor coverings containing the same
<b>2,651,687</b>	June 25, 2013	Canada	Methods and systems for decorating bevel and other surfaces of laminated floorings
<b>2,676,201</b>	October 23, 2012	Canada	Olefin based compositions and floor coverings containing the same
<b>101547792B</b>	December 14, 2011	China	Methods and systems for decorating bevel and other surfaces of laminated floorings
<b>1604059</b>	August 31, 2011	EPO (validated in Germany)	Carpet using unused yarn
<b>101268241B</b>	June 22, 2011	China	Connecting system for surface coverings

<b>Patent No.</b>	<b>Date Issued</b>	<b>Country</b>	<b>Title</b>
<b>275,365</b>	April 21, 2010	Mexico	A surface covering panel with printed pattern
<b>268,476</b>	July 20, 2009	Mexico	Carpet using unused yarn
<b>1146182</b>	August 29, 2007	EPO (validated in Belgium, Great Britain, and Germany)	Surface covering system and method of installing same
<b>1556561</b>	April 22, 2009	EPO (validated in Belgium and Germany)	A surface covering panel with printed pattern
<b>199,195</b>	October 20, 2000	Mexico	Decorative surface coverings and methods for producing the same

### **Mannington Mills, Inc. Patents Pending**

#### **United States**

<b>Appl. No.</b>	<b>Filing Date</b>	<b>Inventors</b>	<b>Title</b>
<b>13/733293</b>	January 3, 2013	Chen, Hao A.	Methods and systems for decoration bevel and other surfaces of laminated flooring

#### **Foreign**

<b>Application No.</b>	<b>Date Filed</b>	<b>Country</b>	<b>Title</b>
<b>MX/a/2013/008501</b>	July 22, 2013	Mexico	Dual-edge irregular bevel-cut system and method
<b>PCT/US2013/122255</b>	January 3, 2013	PCT	Methods and systems for decorating bevel and other surfaces of laminated floorings
<b>2,802,091</b>	December 7, 2012	Canada	Floor covering composition containing renewable polymer
<b>11792922.4</b>	November 20, 2012	EPO	Floor covering composition containing renewable polymer
<b>2,788,185</b>	July 25, 2012	Canada	Method for mechanically scraping boards, apparatus for same, and products made therewith
<b>201180016065.X</b>	September 26, 2012	China	Method for mechanically scraping boards, apparatus for same, and products made therewith



<b>Application No.</b>	<b>Date Filed</b>	<b>Country</b>	<b>Title</b>
<b>2,708,633</b>	June 7, 2010	Canada	Dual-edge irregular bevel-cut system and method
<b>08730482.0</b>	July 24, 2009	EPO	Olefin based compositions and floor coverings containing the same
<b>07795895.7</b>	January 15, 2008	EPO	Methods and systems for decorating bevel and other surfaces of laminated floorings