

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4178433

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BEAULIEU GROUP, LLC	12/09/2016
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS AGENT	
Street Address:	333 S. HOPE STREET	
Internal Address:	SUITE 1300	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90071	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Application Number:	13931106
	Application Number:	11311663
	Application Number:	13346745
	Application Number:	14808330
CORRESPONDENCE DATA		
Fax Number:	(404)420-5527	
<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>		
Phone:	4044205527	
Email:	rjk@phrd.com	
Correspondent Name:	PARKER HUDSON RAINER & DOBBS LLP PHRD	
Address Line 1:	303 PEACHTREE STREET NE, SUITE 3600	
Address Line 4:	ATLANTA, GEORGIA 30308	
NAME OF SUBMITTER:	BOBBI ACCORD NOLAND	
SIGNATURE:	/ban/	
DATE SIGNED:	12/09/2016	
Total Attachments: 6		
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December 9, 2016

Bank of America, N.A., as Agent
333 South Hope Street, Suite 1300
Los Angeles, California 90071
Attention: Matthew R. Van Steenhuyse, Senior Vice President

RE: Amendment to Amended and Restated Patent Security Agreement –
Beaulieu Group, LLC

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Patent Security Agreement, dated as of October 20, 2011, between **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined therein), and **BEAULIEU GROUP, LLC**, a Georgia limited liability company ("Borrower"), as recorded in the United States Patent and Trademark Office (the "USPTO") on October 21, 2011, at Reel No. 027097, Frame 0973 (as at any time amended, modified, restated or supplemented, the "Patent Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Patent Security Agreement.

Pursuant to Section 6 of the Patent Security Agreement, if, prior to the termination of the Patent Security Agreement, Borrower shall (i) obtain rights to any new patentable inventions having any material value, (ii) become entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License having any material value, or (iii) enter into any new patent license agreement having any material value, the provisions of Section 4 of the Patent Security Agreement shall automatically apply thereto and, pursuant to Section 6 of the Patent Security Agreement, Agent is authorized and empowered to modify the Patent Security Agreement by amending Schedule A thereto to include any new patents and patent applications and by amending Schedule B thereto to include any new patent license agreements.

Borrower desires to amend the Patent Security Agreement to include the patents and patent applications listed on Schedule A-1 attached hereto as a supplement to Schedule A to the Patent Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Schedule A to the Patent Security Agreement is hereby amended by adding to the list of patents and patent applications thereon those patents and patent applications listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Patent Security Agreement as a supplement to Schedule A thereto and to file a copy of the Patent Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Borrower's expense.

To secure the complete and timely payment, performance and satisfaction of all of the Obligations and Borrower's obligations and liabilities under the Patent Security Agreement, Borrower hereby grants and re-grants to Agent, for the benefit of Agent and the other 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 now owned or existing and hereafter acquired or arising patents and patent applications, and the inventions and

improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule A-1 attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due 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, (c) the right to sue for past, present and future infringements thereof, and (d) all of Borrower's rights corresponding thereto throughout the world.

Borrower represents and warrants that, except for such Patents and Licenses as shall not be used or usable in Borrower's business or as shall not otherwise have any material value, (a) the Prior Patents and the Patents listed on Schedule A to the Patent Security Agreement, including, without limitation, the Patents listed on Schedule A-1 attached hereto, collectively, include all of the patents and patent applications now owned by Borrower, (b) the Prior Licenses and the Licenses listed on Schedule B to the Patent Security Agreement, collectively, include all of the patent license agreements now owned by Borrower, and (c) no other Liens, claims or security interests in such Patents and Licenses have been granted by Borrower to any Person other than Agent, except for such Liens, claims and security interests as have been disclosed in the Loan Agreement and schedules thereto.

Notwithstanding any prior, temporary mutual disregard of the terms of any contracts between the parties, Borrower hereby agrees that it shall be required strictly to comply with all of the terms of the Loan Documents, including, without limitation, the Patent Security Agreement, on and after the date hereof.

Borrower agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Patent Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Patent Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by Borrower and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

BORROWER:

BEAULIEU GROUP, LLC

By: 

Name:

Title:

Michael Pollard
President

[Signatures continue on following page.]

Accepted and agreed to:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____

Name: _____

Title: _____

Carin Julsgaard
Carin Julsgaard
VP

Schedule A-1

Patents

Title	Country	Owner	Patent No.	Filing Date	Serial No.	Issue Date
Polymer Manufacturing Process	United States	Beaulieu Group, LLC	9,410,014	06/28/2013	13/931,106	08/09/2016
Method and Treatment Composition for Imparting Durable Antimicrobial Properties to Carpet	Canada	Beaulieu Group, LLC	2,749,090	01/07/2010	2,749,090	02/25/2014
Lightweight Carpet Products and Method of Manufacture Thereof	Europe	Beaulieu Group, LLC	2622125	04/22/2013	11773345.1	12/10/2014
Lightweight Carpet Products and Method of Manufacture Thereof	Germany	Beaulieu Group, LLC	2622125	10/03/2011	602011012173.1	12/10/2014
Lightweight Carpet Products and Method of Manufacture Thereof	France	Beaulieu Group, LLC	2622125	10/03/2011	2622125	12/10/2014
Lightweight Carpet Products and Method of Manufacture Thereof	Great Britain	Beaulieu Group, LLC	2622125	10/03/2011	2622125	12/10/2014
Lightweight Carpet Products and Method of Manufacture Thereof	Belarus	Beaulieu Group, LLC	2622125	10/03/2011	2622125	12/10/2014
Lightweight Carpet Products and Method of Manufacture Thereof	Australia	Beaulieu Group, LLC	2011308482	10/03/2011	2011308482	03/23/2016
Lightweight Carpet Products and Method of Manufacture Thereof	China	Beaulieu Group, LLC	103180504	10/03/2011	201180047730.1	04/15/2015

[Remainder of page intentionally left blank; Patent Applications appear on the following page.]

Patent Applications

Title	Country	Owner	Filing Date	Serial No./ Application No.
Finely Divided Glass Filler for Rubber Latex Adhesive Compositions	United States	Beautieu Group, LLC	12/20/2005	11/311,663
Lightweight Carpet Products and Method of Manufacture Thereof	Brazil	Beautieu Group, LLC	10/03/2011	11 2013 007573.2
Lightweight Carpet Products and Method of Manufacture Thereof	Canada	Beautieu Group, LLC	10/03/2011	2.813.052
Lightweight Carpet Products and Method of Manufacture Thereof	South Korea	Beautieu Group, LLC	10/03/2011	10-2013-7011345
Accumulator with Tensioning Device	United States	Beautieu Group, LLC	01/10/2012	13/346,745
Carpet Tiles, Products, and Methods	United States	Beautieu Group, LLC	07/24/2015	14/808,330
Polymer Manufacturing Process	Australia	Beautieu Group, LLC	03/28/2008	2013227982
Carpet, Tiles, Products, and Methods	WIPO	Beautieu Group, LLC	07/24/2015	US15/41993

PATENT

REEL: 040699 FRAME: 0379

RECORDED: 12/09/2016