

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4936066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
CONGOLEUM CORPORATION			06/29/2017
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DELAWARE TRUST COMPANY AS TRUSTEE AND COLLATERAL AGENT		
<b>Street Address:</b>	251 LITTLE FALLS DRIVE		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	7550192		
<b>Patent Number:</b>	7175904		
<b>Patent Number:</b>	7517422		
<b>Application Number:</b>	14828618		
<b>Application Number:</b>	14946877		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)371-8506		
<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>	609 987 7050		
<b>Email:</b>	ejs@stevenslee.com		
<b>Correspondent Name:</b>	ELLIOTT J. STEIN		
<b>Address Line 1:</b>	100 LENOX DRIVE		
<b>Address Line 2:</b>	SUITE 200		
<b>Address Line 4:</b>	LAWRENCEVILLE, NEW JERSEY 08648		
<b>ATTORNEY DOCKET NUMBER:</b>	109608.00002		
<b>NAME OF SUBMITTER:</b>	ELLIOTT J. STEIN		
<b>SIGNATURE:</b>	/varlawyer/		
<b>DATE SIGNED:</b>	04/27/2018		
<b>Total Attachments: 15</b>			

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## **PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This **Patent Collateral Assignment and Security Agreement** (this "**Agreement**"), dated as of June 29, 2017 and effective as of January 1, 2017 (the "**Effective Date**"), is by and between **CONGOLEUM CORPORATION**, a Delaware corporation ("**Borrower**"), and **DELAWARE TRUST COMPANY**, a Delaware Corporation, as trustee and collateral agent (together with its successors and assigns, "**Trustee**").

### **WITNESSETH:**

**WHEREAS**, Borrower has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A attached hereto and made a part hereof;

**WHEREAS**, Borrower and certain of its subsidiaries filed for reorganization under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**");

**WHEREAS**, by order dated June 7, 2010, the Bankruptcy Court has confirmed the Borrower's Fourth Amended Joint Plan of Reorganization (the "**Plan**") in accordance with Section 1129 of the Bankruptcy Code and such Plan has become effective as of the date hereof;

**WHEREAS**, as part of the Plan, Borrower has agreed, among other things, to issue its \$33,000,000 aggregate principal amount of 9% Senior Secured Notes due 2017 (along with other notes issued under the Existing Indenture, as defined below, from time to time, the "**Existing Notes**") to former holders of the Borrower's 8 5/8% Senior Notes Due 2008 (the "**Old Notes**") and an aggregate 49.9% of Borrower's capital stock ("**Stock**") in exchange for the Old Notes;

**WHEREAS**, the Old Notes have been cancelled and Borrower and Law Debenture Trust Company of New York, as trustee (the "**Existing Indenture Trustee**") entered into an indenture dated as of July 1, 2010, pursuant to which Borrower issued the Existing Notes and the Stock, which indenture was amended and restated by the Amended and Restated Indenture, dated as of December 1, 2010 and effective as of July 1, 2010, between Borrower and the Existing Indenture Trustee, and as further amended, modified and/or supplemented from time to time (the "**Existing Indenture**");

**WHEREAS**, under the Plan and the Existing Indenture, the Existing Notes are secured, inter alia, by certain collateral security, including the collateral as set forth herein;

**WHEREAS**, Borrower has also entered into financing arrangements with Wells Fargo Bank, National Association, as lender ("**Senior Lender**") pursuant to which Senior Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated as of July 1, 2010, by and between Borrower and Senior Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**") and the other Financing Agreements (as defined in the Loan Agreement);

**WHEREAS**, in order to induce Senior Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial

accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Senior Lender certain collateral security, including in the collateral as set forth herein;

**WHEREAS**, the relative rights and remedies available to the Existing Indenture Trustee and Senior Lender are governed by the terms of an Intercreditor and Subordination Agreement dated as of July 1, 2010 between Senior Lender and Existing Indenture Trustee, as acknowledged by Borrower;

**WHEREAS**, on or about December 6, 2016, Delaware Trust Company replaced Law Debenture Trust Company of New York as the Existing Indenture Trustee;

**WHEREAS**, as of the Effective Date there exists \$40,819,893.00 of Existing Notes, which are due December 31, 2017 CUSIP No. 207195AC2, issued pursuant to the Existing Indenture;

**WHEREAS**, Borrower desires for all holders of Existing Notes to exchange the Existing Notes for up to \$40,819,893.00 of new 9% Senior Secured Notes due December 31, 2020 (the "**Notes**") issued pursuant to the Indenture, dated as of the date hereof and effective as of the Effective Date (the "**Indenture**") between Borrower and Trustee under the Indenture, which Notes will be treated as junior in priority and rights and as to obligations of Borrower with respect to any of the remaining Existing Notes until such Existing Notes are repaid by Borrower in accordance with the Existing Indenture, with such exchange deemed effective for economic purposes as of the Effective Date, with any of the remaining Existing Notes enjoying the same rights and priorities as existed prior to the Effective Date; and

**WHEREAS**, the relative rights and remedies available to Trustee, Existing Indenture Trustee and Senior Lender are governed by the terms of an Intercreditor and Subordination Agreement dated as of July 1, 2010 between Senior Lender and Existing Indenture Trustee, as acknowledged by Borrower, and as amended by that certain amendment by and among Trustee, Existing Indenture Trustee and Senior Lender, as acknowledged by Borrower, entered into as of the date hereof and effective as of the Effective Date (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed or restated, the "**Intercreditor Agreement**").

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

#### 1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations under the Indenture respecting the Notes ("**Obligations**"), Borrower hereby grants to Trustee a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Trustee: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's interest in any patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those patents, applications, registrations and recordings described on Exhibit A hereto (the "**Patents**"), and (b) any and all proceeds of any of the foregoing, including, without limitation, any

claims by Borrower against third parties for infringement of the Patents or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**").

## 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Trustee that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Borrower will, at its expense, perform all acts and execute all documents necessary to maintain the existence of any Patents which are material to the Borrower's business, including without limitation, the filing of any renewal affidavits if required.

(b) Borrower authorizes Trustee to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Borrower does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Trustee five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral after the occurrence and during the continuance of an Event of Default, pursuant to Trustee's exercise of the rights and remedies granted to Trustee hereunder.

(e) Borrower shall provide Trustee with thirty (30) days written notice prior to filing any application for the registration of a Patent made with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Upon the request of Trustee, Borrower shall execute and deliver to Trustee any and all assignments, agreements, instruments, documents, and such other papers as may be reasonably requested by Trustee to evidence the security interests of Trustee in any Patent.

(f) Borrower will render any assistance to Trustee as Trustee shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Borrower's exclusive property and to protect Trustee's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Borrower will promptly notify Trustee if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product likely to infringe upon any Patent material to the Borrower's business. If requested by Trustee, Borrower, at Borrower's expense, shall

join with Trustee in such action as Trustee, in its discretion, may deem advisable for the protection of Trustee's interest in and to the Patents.

### 3. RIGHTS AND REMEDIES

Upon the occurrence of any Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Trustee, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, Trustee shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower, except as such notice or consent is expressly provided for hereunder:

(a) Trustee may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Patents for any purpose whatsoever.

(b) Trustee may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Trustee by Borrower or any subsidiary or affiliate of Borrower.

(c) Trustee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Trustee shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(d) Trustee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Borrower in the manner set forth in the Loan Agreement of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Trustee shall have the power to buy the Collateral or any part thereof, and Trustee shall also have the power to execute assurances and perform all other acts which Trustee may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 3(d) hereof, Trustee may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Special Power of Attorney described in Section 2(d) hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Trustee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees.

(f) Borrower shall supply to Trustee (or its designee) Borrower's knowledge and expertise relating to the manufacture and sale of the products and rendition of services to which the Patents relate and Borrower's customer lists and other records relating to the Patents and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Trustee to take any such action

at any time. All of Trustee's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 4. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to any principles of conflicts of laws (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing.

(b) Borrower and Trustee irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court, the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Trustee may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Trustee shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which Trustee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property).

(c) BORROWER AND TRUSTEE EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND TRUSTEE EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR TRUSTEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

#### 5. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Indenture, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Borrower" or "Trustee" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this

Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns and inure to the benefit of and be enforceable by Trustee and its successors and assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Borrower and Trustee. Trustee shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Trustee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Trustee of any right, power and/or remedy on anyone occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Trustee would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Borrower and Trustee and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Borrower's and Trustee's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Notices. All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after



mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

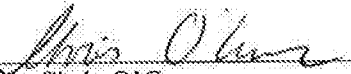
If to Borrower:	Congoleum Corporation 3500 Quakerbridge Road Mercerville, New Jersey 08619 Attention: Chief Operations Officer Telephone No.:609-584-3000 Telecopy No.:609-584-3555
If to Trustee:	Delaware Trust Company, as Trustee and Collateral Agent for the benefit of the holders of Congoleum Corporation 9% Senior Secured Notes due December 31, 2020 251 Little Falls Drive Wilmington, Delaware 19808 Attention: Corporate Trust Department Telephone No.: [_____] Telecopy No.: [_____]

(h) Intercreditor Agreement. The provisions of this Agreement respecting the Trustee are to be construed with and governed by the provisions of the Intercreditor Agreement, the terms and conditions of which are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Trustee have executed this Agreement as of the day and year first above written.

CONGOLEUM CORPORATION

By:   
Name: Chris O'Connor  
Title: Chief Operating Officer

DELAWARE TRUST COMPANY, as Trustee

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

IN WITNESS WHEREOF, Borrower and Trustee have executed this Agreement as of the day and year first above written.

CONGOLEUM CORPORATION

By: \_\_\_\_\_  
Name: Chris O'Connor  
Title: Chief Operating Officer

DELAWARE TRUST COMPANY, as Trustee

By:  \_\_\_\_\_  
Name: Joseph McFadden  
Title: Vice President,

# **EXHIBIT A**

# ACTIVE PATENTS AND PATENT APPLICATIONS

Attachment #2

12 JUNE 2017

Case Number	Country	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date	Priority Number	Title	Inventor 1	Comment
1308	USA	Granted	10/427778	30-Apr-03	7550192	23-Jun-09	30-Apr-23	10/427778	Resilient Floor Tile	Robert Dempsey	
1308MX	MEXICO	Granted	PA/A/2004/004012	28-Apr-04	268718	28-Jul-09	28-Apr-24	10/427778	Azulejo Resiliente Para Piso Y Metodo De Fabricacion Del Mismo	Robert Dempsey	
1309	USA	Granted	10/653006	28-Aug-03	7175904	13-Feb-07	28-Aug-23	10/653006	Non-Vinyl Flooring And Method For Making Same	Risi Oshilaja	
1309CA	CANADA	Granted	2479488	30-Aug-04	2479488	12-Aug-08	30-Aug-24	10/653006	Non-Vinyl Flooring And Method For Making Same	Risi Oshilaja	
1309DE	EUROPE	Granted	04255227.3	27-Aug-04	1512720	21-Nov-07	27-Aug-24	10/653006	Pvc-Freier Bodenbelag Und Verfahren Zu Dessen Herstellung	Risi Oshilaja	
1309DE	GERMANY	Granted	04255227.3	27-Aug-04	1512720	21-Nov-07	27-Aug-24	10/653006	Pvc-Freier Bodenbelag Und Verfahren Zu Dessen Herstellung	Risi Oshilaja	
1309FR	FRANCE	Granted	04255227.3	27-Aug-04	1512720	21-Nov-07	27-Aug-24	10/653006	Rev Tement De Sol Exempt De Pvc Et Son Proc D De Fabrication	Risi Oshilaja	
1309GB	UNITED KINGDOM	Granted	04255227.3	27-Aug-04	1512720	21-Nov-07	27-Aug-24	10/653006	Non-Vinyl Flooring And Method For Making Same	Risi Oshilaja	
1309MX	MEXICO	Granted	PA/A/2004/008367	27-Aug-04	272972	18-Dec-09	27-Aug-24	10/653006	Entarimado Sin Vinilo Y Metodo De Fabricacion Del Mismo	Risi Oshilaja	
1323	USA	Granted	11/706171	13-Feb-07	7517422	14-Apr-09	28-Aug-23	10/653006	Non-Vinyl Flooring And Method For Making Same	Risi Oshilaja	
1323MX	MEXICO	Pending	MX/a/2009/013861	27-Aug-04	289051	5-Aug-11	27-Aug-24	PA/a/2004/008367	Azulejo Resiliente Para Piso Y Metodo De Fabricacion Del Mismo	Risi Oshilaja	
1338	USA	Pending	14/828.618	8-Aug-15					Resilient Articles and Methods of Manufacture Thereof	Richard C. MacQueen	Response to first office action filed
1340	USA	Pending	14/946.877	20-Nov-15					Underlayment Articles Compositions, and Method of Manufacture Thereof	Kurt J. Denman	Response to first office action to be filed

# **EXHIBIT B**

**None**

# **EXHIBIT C**

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY )

) ss.:

COUNTY OF MERCER )

KNOW ALL MEN BY THESE PRESENTS, that CONGOLEUM CORPORATION ("Borrower"), having an office at 3500 Quakerbridge Road, Mercerville, New Jersey 08619, hereby appoints and constitutes DELAWARE TRUST COMPANY (together with its successors and assigns, "Trustee"), and each of Trustee's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower at any time after the occurrence and during the continuance of an Event of Default under the Security Agreement (as hereinafter defined), except as otherwise provided in the Intercreditor Agreement (defined in the Security Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Trustee, in its discretion, deems reasonably necessary or advisable for the purpose patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Trustee, in its discretion, deems reasonably necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Borrower and Trustee (the "Security Agreement") and may not be revoked until the termination of all "Obligations", as such term is defined in the Security Agreement.

DATED: \_\_\_\_\_

CONGOLEUM CORPORATION

By: 

Name: Chris O'Connor

Title: Chief Operating Officer



STATE OF NEW JERSEY     )  
  ) ss.:  
COUNTY OF MERCER     )

As of this 27<sup>th</sup> day of June, 2017, before me personally came Chris O'Connor, to me known, who being duly sworn, did depose and say, that he is the Chief Operations Officer of CONGOLEUM CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

**RUTH M. COLELLA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 11/09/2020**

*Ruth M. Colella*