

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEF, INC.		08/16/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	SUMMITBRIDGE NATIONAL INVESTMENTS LLC
Street Address:	1700 Lincoln Street, Suite 2150
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2889943	EDGE
Registration Number:	2889944	EDGE
Registration Number:	2914195	E D G E
Registration Number:	2889965	REAL TILE WITHOUT THE MESS
Registration Number:	2916641	THE TILE IS THE SAME THE INSTALLATION ISN'T
Serial Number:	76547228	EDGE PRECISION TILE
Serial Number:	76547227	EDGE FLOORING
Serial Number:	76547226	EDGE TILE
Serial Number:	76596452	Z-FOLD
Serial Number:	78598004	ELITETILE
Serial Number:	78597999	TILESEASY
Serial Number:	78598033	TILE2
Serial Number:	78597980	SWIFTILE

CORRESPONDENCE DATA	<b>TRADEMARK</b>
---------------------	------------------

**OP \$340.00 2889943**

Fax Number: (303)685-4869  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (303) 685-4800  
Email: szemanick@jcfkk.com  
Correspondent Name: Albert J. Givray  
Address Line 1: 1050 Seventeenth Street, Suite 1500  
Address Line 4: Denver, COLORADO 80265

NAME OF SUBMITTER:	Stephen A. Zemanick
Signature:	/Stephen A. Zemanick/
Date:	08/17/2005

**Total Attachments: 5**  
source=250816 Security Interest Assignment Trademarks\_Page\_1#page1.tif  
source=250816 Security Interest Assignment Trademarks\_Page\_2#page1.tif  
source=250816 Security Interest Assignment Trademarks\_Page\_3#page1.tif  
source=250816 Security Interest Assignment Trademarks\_Page\_4#page1.tif  
source=250816 Security Interest Assignment Trademarks\_Page\_5#page1.tif

## SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of August 16, 2005, among TEF, INC., a Tennessee corporation ("Borrower"), and SUMMITBRIDGE NATIONAL INVESTMENTS LLC, a Delaware limited liability company ("Lender"), as Lender and Secured Party (as defined in the Security Agreement [hereinafter defined]) (in such capacity, together with its successors in such capacity, the "Secured Party").

### RECITALS:

A. Borrower and Lender are parties to a Credit and Security Agreement for Bridge Financing dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which Lender has extended and may from time to time hereafter extend credit to Borrower pursuant to advances and loans, the indebtedness pursuant to such loans being evidenced by promissory notes payable to the order of Lender (the "Notes").

B. Lender and the banks and other financial institutions identified in the Loan Participation Agreement as "Participants" (collectively, together with any other financial institutions from time to time parties to the hereinafter described Loan Participation Agreement as holders or lenders and their successors and assigns, the "Participants") have entered into a Loan Participation Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Participation Agreement").

C. To induce Lender to enter into the Credit Agreement and to extend credit thereunder, and for other good and valuable consideration, Borrower and Lender have entered into that certain Collateral Assignment and Security Agreement of even date herewith (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which Borrower has granted to Lender a lien on and security interest in certain collateral described therein, including all (i) trademarks described on Exhibit "A" hereto; (ii) federal, state, foreign country, and international treaty registrations and applications for trademark, service mark and trade dress, and common law trademarks, service marks and trade dress hereafter adopted or acquired and used which are based upon or derived from the trademarks or any variations thereof, whether in the United States, a foreign country, or under international treaty; (iii) extensions, renewals, and continuations of all such trademarks; (iv) inventory, packaging, labeling, trade names, services marks, logos, and trade dress including or containing the trademarks or a representation thereof, or any variation thereof; and (v) all goodwill associated with the foregoing items identified in (i) through (iv) (items (i) through (v) collectively, the "Trademarks") as security for the Liabilities (as defined in the Security Agreement).

D. It is a condition precedent to the Lender's obligations under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

{00178893.DOC}

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Borrower hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to Lender for the benefit of the Secured Party, as security for the payment and performance of the Liabilities, in and to Borrower's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements.

2. At such time as all of the Liabilities have been indefeasibly paid and performed in full and no Secured Party shall have any commitment or obligations to make advances, lend, or otherwise extend credit under any facility, the Lender shall release its security interest in Borrower's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present, and future infringements.

3. Borrower represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, or agreement in conflict herewith and constituting a present or future assignment of or encumbrance on the Trademarks, except as expressly permitted by the Security Agreement.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Borrower. This Assignment shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

**BORROWER:**

TEF, INC.,  
a Tennessee corporation

By: William A. Cralley  
Name: William Cralley  
Title: President & CEO

Address: 20<sup>th</sup> Howell Drive  
Dalton GA 30721  
Fax No.: 706-270-0203  
Phone No.: 706-876-5137  
Attn: President & CEO

**LENDER:**

SUMMITBRIDGE NATIONAL INVESTMENTS LLC

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

Address: 1700 Lincoln St., Ste 2150  
Denver CO 80203  
Fax No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Attn: \_\_\_\_\_

with a copy to:

Address: 1050 17<sup>th</sup> Street, 15th Floor  
Denver, CO 80265  
Fax No.: (303) 685-4869  
Phone No.: (303) 685-4800  
Attn: Matthew R. Perkins

{00178893.DOC}

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

**BORROWER:**

TEF, INC.,  
a Tennessee corporation

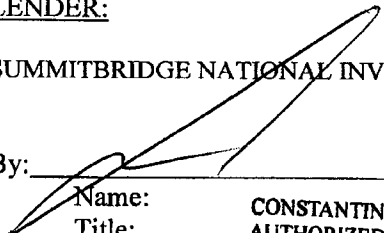
By: \_\_\_\_\_  
Name:  
Title:

Address: 20 Howell Drive  
Dalton GA 30721

Fax No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Attn:

**LENDER:**

SUMMITBRIDGE NATIONAL INVESTMENTS LLC

By: \_\_\_\_\_  
Name:   
Title: **CONSTANTINE DAKOLIAS  
AUTHORIZED SIGNATORY**

Address: 1700 Lincoln St., Ste 2150  
Denver CO 80203

Fax No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Attn:

with a copy to:

Address: 1050 17<sup>th</sup> Street, 15th Floor  
Denver, CO 80265

Fax No.: (303) 685-4869  
Phone No.: (303) 685-4800  
Attn: Matthew R. Perkins

Exhibit A

To the

Security Interest Assignment of Trademarks

A. All registered trademarks, including but not limited to:

<u>Mark</u>	<u>Country</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
"EDGE" word	US	2,889,943	9-28-2004
"E   D   G   E" design	US	2,889,944	9-28-2004
"Edge and design"	US	2,914,195	12-28-2004
"REAL TILE WITHOUT THE MESS" word	US	2,889,965	9-28-2004
"THE TILE IS THE SAME THE INSTALLATION ISN'T" word	US	2,916,641	1-04-2005

B. All pending trademark applications

<u>Mark</u>	<u>Country</u>	<u>Application No.:</u>	<u>Filing Date:</u>
"EDGE PRECISION TILE" word	US	76/547,228	9-11-2003
"EDGE FLOORING" word	US	76/547,227	9-11-2003
"EDGE TILE" word	US	76/547,226	9-11-2003
"Z-FOLD" word	US	76/596,452	6-09-2004
"ELITETILE" word	US	78/598,004	3-30-2005
"TILESEASY" word	US	78/597,999	3-30-2005
"TILE <sup>2</sup> " design	US	78/598,033	3-30-2005
"SWIFTILE" word	US	78/597,980	3-30-2005

C. All trademarks, service marks or trade dress not filed as application(s).

{00178893.DOC}