

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
Product Concepts Residential, LLC		02/08/2006	LIMITED LIABILITY COMPANY: GEORGIA
PCR Holdings, LLC		02/08/2006	LIMITED LIABILITY COMPANY: DELAWARE
Constantine Dyeing, LLC		02/08/2006	LIMITED LIABILITY COMPANY: GEORGIA
PCR Acquisition, LLC		02/08/2006	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2872789	PRECISION LOC
Registration Number:	2979603	SUSTILLIAN
Registration Number:	2988123	TOUGH STUFF
Registration Number:	2484900	THE WORLD'S LEADER IN TEXTURED CARPETS
Registration Number:	2515833	THE WORLD'S LEADER IN TEXTURED CARPETS

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900042598

**TRADEMARK
 REEL: 003250 FRAME: 0681**

OP \$140.00 2872789

Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: V. Craig Belair
Address Line 1: 2001 Ross Ave., Suite 3000
Address Line 2: Patton Boggs, LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0108
NAME OF SUBMITTER:	V. Craig Belair
Signature:	/V. Craig Belair/
Date:	02/21/2006

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of February 8, 2006, by PCR ACQUISITION, LLC, a Georgia limited liability company ("**Acquisition**"), together with its successor after the Closing Date Merger (as defined in the Credit Agreement described below) has been consummated, PRODUCT CONCEPTS RESIDENTIAL, LLC, a Georgia limited liability company ("**PCR**"), PCR HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), CONSTANTINE DYEING, LLC, a Georgia limited liability company ("**Constantine**") and PRODUCT CONCEPTS RESIDENTIAL, LLC, a Georgia limited liability company ("**PCR**" and together with Acquisition, Holdings and Constantine, and including any of their respective successors or permitted assignees, each a "**Grantor**" and collectively the "**Grantors**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as administrative, payment and collateral agent for the Lenders (in such capacity, the "**Agent**"). For purposes of this IP Security Agreement, "**Borrower**" means (a) at all times up to and including the making of the initial Credit Extension (as defined in the Credit Agreement described below) and the consummation of the Closing Date Merger (as defined in the Credit Agreement described below), Acquisition, and (b) at all times thereafter, PCR. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a term loan (collectively, the "**Loans**"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Borrower's prompt and complete payment of the Loans and the performance and observance of all of the Grantors' Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but

excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (as defined in the Pledge and Security Agreement) (the “**IP Collateral**”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the

ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

- (a) To modify or amend (in the sole discretion of the Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property, as defined in the Pledge and Security Agreement (or application or license therefor), acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;
- (b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;
- (c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and
- (d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Credit Documents, the provisions of the Credit Agreement or the other Credit Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

PCR ACQUISITION, LLC


BY: PCR HOLDINGS, LLC,
its Sole Member

BY: LINEAGE PCR, INC.,
its Sole Member

By: 
William McKinley
President and Treasurer

PCR HOLDINGS, LLC

BY: LINEAGE PCR, INC.,
its Sole Member

By: 
William McKinley
President and Treasurer

Intellectual Property Security Agreement
023714.0108.358253

TRADEMARK
REEL: 003250 FRAME: 0687

CONSTANTINE DYEING, LLC

**BY: PRODUCT CONCEPTS RESIDENTIAL, LLC,
its Sole Member**

By:



Robert S. Weiner
President and Chief Executive Officer

Intellectual Property Security Agreement
023714.0108.358253

TRADEMARK
REEL: 003250 FRAME: 0688

The undersigned, Product Concepts Residential, LLC, hereby agrees that, as contemplated by the definition of "Borrower" set forth herein, effective upon the making of the initial Credit Extension under the Credit Agreement and the consummation of the Closing Date Merger referred to therein, the undersigned shall become the "Borrower" thereunder and hereunder and succeed, by operation of law and the provisions of the Credit Agreement and the other Credit Documents, to all of the rights and obligations of PCR Acquisition, LLC and Borrower under the Credit Agreement and the other Credit Documents.

PRODUCT CONCEPTS RESIDENTIAL, LLC

By: _____


Robert S. Weiner
President and Chief Executive Officer

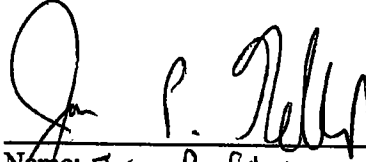
Intellectual Property Security Agreement
023714.0108.358253

TRADEMARK
REEL: 003250 FRAME: 0689

AGENT:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**

By:



Name: Jason P. Gilbert

Title: Vice President

Intellectual Property Security Agreement
023714.0108.358253

TRADEMARK
REEL: 003250 FRAME: 0690

ACKNOWLEDGMENT

Commonwealth of
STATE OF Massachusetts

: SS

COUNTY OF Suffolk :

Before me, the undersigned, a Notary Public, on this 7th day of Feb 2006, personally appeared William McKinley to me known personally, who, being by me duly sworn, did say that he is the Pres. & Treas. of PCR ACQUISITION, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, managers, members or other such governing authority, and the said William McKinley acknowledged said instrument to be his free act and deed.

Camille A. Power
Notary Public
My Commission Expires: 12/22/06

Camille A. Power, Notary Public
My Commission Expires December 22, 2006

Intellectual Property Security Agreement
023714.0108. 358253

ACKNOWLEDGMENT

STATE OF Georgia :

: SS

COUNTY OF Dade :

Before me, the undersigned, a Notary Public, on this 7th day of Feb., 2006, personally appeared Robert S. Weener to me known personally, who, being by me duly sworn, did say that he is the President & CEO of PRODUCT CONCEPTS RESIDENTIAL, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors board of directors, managers, members or other such governing authority, and the said Robert S. Weener acknowledged said instrument to be his free act and deed.

Lon Ann Ward

Notary Public

My Commission Expires: 10-18-09

ACKNOWLEDGMENT

Commonwealth of Massachusetts
STATE OF _____

: SS

COUNTY OF Suffolk :

Before me, the undersigned, a Notary Public, on this 7th day of July 2006, personally appeared William McKinley to me known personally, who, being by me duly sworn, did say that he is the Pres. & Treas. of PCR HOLDINGS, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, board of directors, managers, members or other such governing authority and the said William McKinley acknowledged said instrument to be his free act and deed.

Camille A Power
Notary Public
My Commission Expires: 12/22/06

Camille A. Power, Notary Public
My Commission Expires December 22, 2006

Intellectual Property Security Agreement
023714.0108. 358253

ACKNOWLEDGMENT

STATE OF Georgia :

: SS

COUNTY OF Douglas :

Before me, the undersigned, a Notary Public, on this 7th day of Feb. 2006, personally appeared Robert Weir, to me known personally, who, being by me duly sworn, did say that he is the President & CEO of CONSTANTINE DYEING, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, board of directors, managers, members or other such governing authority and the said Robert Weir acknowledged said instrument to be his free act and deed.

Lou Ann Ward

Notary Public

My Commission Expires: 10-18-09

Intellectual Property Security Agreement
023714.0108.358253

ACKNOWLEDGMENT

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 16 day of February 2006, personally appeared Jason Gelberd to me known personally, who, being by me duly sworn, did say that he is the Vice President of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Vice President acknowledged said instrument to be his free act and deed.



Angela P. Simek
Notary Public
My Commission Expires: November 12, 2008

Intellectual Property Security Agreement
023714.0108. 358253

TRADEMARK
REEL: 003250 FRAME: 0695

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Title	Nature of Authorship/Work	Registration No.	Effective Date of Registration
Precision Loc	Design on sheetlike material; carpet design; precision loc tile (full and half scale)	VA-1-282-485	6/1/04
Plank	Design on sheetlike material; carpet design; carpet	VA-1-299-309	2/7/05
Artem	Design on sheetlike material; carpet design; carpet	VA-1-311-636	1/14/05
Shadowlands	Design on sheetlike material; carpet design; carpet	VA-1-311-637	1/14/05
Precision Loc Modular Tile & Broadloom	Design on sheetlike material; carpet design; carpet	Txu-1-185-014	7/12/04
Proxy	Design on sheetlike material; carpet design; carpet	VA-1-319-784	6/17/05
Bearclaw	Design on sheetlike material; carpet design; carpet	VAu 445-522	6/10/99
Commercial Square	Design on sheetlike material; carpet design; carpet	VAu 443-470	3/24/99
Cub Claw	Design on sheetlike material; carpet design; carpet	VA 1-031-897	8/1/00
Gridlock	Design on sheetlike material; carpet design; carpet	VA 1-089-555	7/9/01
Intermittent Black Dot	Design on sheetlike material; carpet design; carpet	VA 906-732	4/2/98
Loom 17	Design on sheetlike material; carpet design; carpet	VA 1-089-553	7/9/01
Pachinko	Design on sheetlike material; carpet design; carpet	VA 1-089-557	7/9/01

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Title	Nature of Authorship/Work	Registration No.	Effective Date of Registration
Swirl	Design on sheetlike material; carpet design; carpet	VA 1-031-896	8/1/00
Topography	Design on sheetlike material; carpet design; carpet	VA 1-089-556	7/9/01
Baccarat	Design on sheetlike material; carpet design; carpet	VA 1-197-792	6/30/03
Flower	Design on sheetlike material; carpet design; carpet	VA 1-197-787	6/30/03
Moroccan	Design on sheetlike material; carpet design; carpet	VA 1-197-788	6/30/03
Scroll	Design on sheetlike material; carpet design; carpet	VA 1-197-794	6/30/03
Tribal	Design on sheetlike material; carpet design; carpet	VA 1-197-789	6/30/03
Bob's Shirt	Design on sheetlike material; carpet design; carpet	VA 1-240-387	9/29/03
Hop Scotch	Design on sheetlike material; carpet design; carpet	VA 1-240-383	9/29/03
Mini Line-Up	Design on sheetlike material; carpet design; carpet	VA 1-240-385	9/29/03
Origami	Design on sheetlike material; carpet design; carpet	VA 1-240-390	9/29/03
Stripe	Design on sheetlike material; carpet design; carpet	VA 1-240-388	9/29/03
Boxes (sheared and unsheared version)	Design on sheetlike material; carpet design; carpet	VA 1-236-439	10/15/03
Flex	Design on sheetlike material; carpet	VA 1-240-382	9/29/03

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Title	Nature of Authorship/Work	Registration No.	Effective Date of Registration
	design; carpet		
Primitive	Design on sheetlike material; carpet design; carpet	VA 1-236-440	10/15/03
Strata	Design on sheetlike material; carpet design; carpet	VA 1-236-438	10/15/03
North Africa	Design on sheetlike material; carpet design; carpet	VA-784-166	5/13/96
Symposium	Design on sheetlike material; carpet design; carpet	VA-1-031-898	8/1/00
Cadence (sheared): Cadence (loop)	Design on sheetlike material; carpet design; carpet	VA-1-031-899	8/1/00
Corridor	Design on sheetlike material; carpet design; carpet	VA-1-089-554	7/9/01
Labryrith	Design on sheetlike material; carpet design; carpet	VA-1-089-558	7/9/01
Patch	Design on sheetlike material; carpet design; carpet	VA-1-089-559	7/9/01
Flagship	Design on sheetlike material; carpet design; carpet	VA-1-197-784	6/30/03
Dandelions	Design on sheetlike material; carpet design; carpet	VA-1-197-785	6/30/03
O's	Design on sheetlike material; carpet design; carpet	VA-1-197-786	6/30/03
Waves	Design on sheetlike material; carpet design; carpet	VA-1-197-790	6/30/03
Sound Waves	Design on sheetlike material; carpet design; carpet	VA-1-197-791	6/30/03
Leaves	Design on sheetlike	VA-1-197-793	6/30/03

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Title	Nature of Authorship/Work	Registration No.	Effective Date of Registration
	material; carpet design; carpet		
Cross Currents	Design on sheetlike material; carpet design; carpet	VA-1-236-436	10/15/03
Sandstorm	Design on sheetlike material; carpet design; carpet	VA-1-236-437	10/15/03
Weave	Design on sheetlike material; carpet design; carpet	VA-1-236-441	10/15/03
Gesture	Design on sheetlike material; carpet design; carpet	VA-1-236-442	10/15/03
Fait Accompli	Design on sheetlike material; carpet design; carpet	VA-1-238-342	10/28/03
Complex	Design on sheetlike material; carpet design; carpet	VA-1-238-343	10/28/03
Terra (sheared): Terra (loop)	Design on sheetlike material; carpet design; carpet	VA-1-238-344	10/28/03
Maximum	Design on sheetlike material; carpet design; carpet	VA-1-238-345	10/28/03
CEO	Design on sheetlike material; carpet design; carpet	VA-1-238-346	10/28/03
Matrix	Design on sheetlike material; carpet design; carpet	VA-1-238-347	10/28/03
Line-up	Design on sheetlike material; carpet design; carpet	VA-1-240-384	9/29/03
Olive Branch	Design on sheetlike material; carpet design; carpet	VA-1-240-386	9/29/03
Harmonics	Design on sheetlike material; carpet design; carpet	VA-1-240-389	9/29/03
Shockwave	Design on sheetlike	VA-1-240-391	9/29/03

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Title	Nature of Authorship/Work	Registration No.	Effective Date of Registration
	material; carpet design; carpet		
Damaskus	Design on sheetlike material; carpet design; carpet	V Au-395-641	5/14/97
Hermitadge	Design on sheetlike material; carpet design; carpet	V Au-443-469	3/24/99

Pending Copyrights

Title	Nature of Authorship/Work	Registration Status
Symphonia	Design on sheetlike material; carpet design; carpet	Pending
Dusk	Design on sheetlike material; carpet design; carpet	Pending
Styx		Pending
Trax		Pending
Trace	Design on sheetlike material; carpet design; carpet	Pending
Fine Weave	Design on sheetlike material; carpet design; carpet	Pending
Plaid Weave	Design on sheetlike material; carpet design; carpet	Pending
Positive Slopes	Design on sheetlike material; carpet design; carpet	Pending
Negative Slopes	Design on sheetlike material; carpet design; carpet	Pending

SCHEDULE B**PATENT COLLATERAL****Patents**

Title	Patent No.	App. No.	Filing Date	Issue Date
Creel	5531392	08/381084	1/13/95	7/2/96
Creel	5613643	08/639627	4/29/96	3/25/97
Selective Elevation of Particular Yarns Fed Through a Single Needle Method and Apparatus	6895877	10/987062	11/12/04	5/24/05
Imbedded Vinyl Flooring Product and Method of Manufacture	6696004	10/125290	4/18/02	2/24/04
Tip Shearing Carpet with Moisture Control	6722000	10/300464	11/20/02	4/20/04
Vinyl Flooring Product and Method of Manufacture	6903033	10/300273	11/20/02	6/7/05

Pending Patent Applications

Title	App. No.	Filing Date
Multiple Yarn Delivery to a Single Needle Method and Apparatus	11/041824	1/24/05
Imbedded Vinyl Flooring Product	10/606074	6/25/03
Imbedded Vinyl Flooring Product	10/678316	10/2/03
Pattern Carpet Tile for use in Creating Design While Maintaining a Common Direction of Tuft in an Installation	11/204472	8/16/05
Sheet Vinyl Products and Method of Producing Same.	10/764249	1/23/04
Tip Shearing Pattern in Carpet	10/962834	10/12/04

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Type	Registration No.	App. No.	Reg. Date
PRECISION LOC	Std. Char.	2872789	78/208426	8/10/04
SUSTILLIAN	Std. Char.	2979603	78/332681	7/26/05
TOUGH STUFF	Std. Char.	2988123	78/298888	8/23/05
THE WORLD'S LEADER IN TEXTURED CARPETS	Std. Char.	2484900	76/065945	9/4/01
THE WORLD'S LEADER IN TEXTURED CARPETS	Std. Char.	2515833	75/415932	12/4/01

Pending Trademark Applications

None

SCHEDULE D

DOMAIN NAMES

www.constantine-carpet.com