

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TI ACQUISITION, LLC		08/31/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	55 S. Lake Avenue, Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2220248	SEAMLESS CORRIDOR PROGRAM	
Registration Number:	2498233	SDX	
Registration Number:	2559222	COLORLAST	
Registration Number:	2926506	COLORLAST SDXL NYLON	
Registration Number:	2952401	DURA-BOND	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-956-3147		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1800 Century Park East, 8th Floor		
Address Line 2:	Don Kay		
Address Line 4:	Los Angeles, CALIFORNIA 90067		

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ATTORNEY DOCKET NUMBER:	406584
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/21/2008
Total Attachments: 6 source=406584#page1.tif source=406584#page2.tif source=406584#page3.tif source=406584#page4.tif source=406584#page5.tif source=406584#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of August 31, 2007 by and between TI Acquisition, LLC, a Georgia limited liability company ("Pledgor"), and Bank of America, N.A. ("Secured Party"), acting in its capacity as agent for the Lenders (as hereinafter defined) pursuant to that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "Loan Agreement") among Pledgor, each of the lenders party thereto (the "Lenders"), and Secured Party.

RECITALS:

A. Pursuant to the terms of the Loan Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement.

If the Debtor obtains rights to any new Copyright Collateral, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new Copyright Collateral. Without limiting the Debtor's obligations under this paragraph, the Debtor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any such new Copyright Collateral of the Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Copyright Collateral, whether or not listed on Schedule 1.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

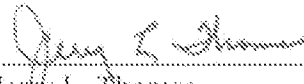
This Agreement amends and restates in its entirety the Trademark Security Agreement executed and delivered by Thomas Industries, LLC, a Colorado limited liability company (predecessor by merger to the Debtor), in favor of the Secured Party, dated October 2, 2004.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PLEDGOR:

TI ACQUISITION, LLC,
a Georgia limited liability company

By: 
Name: Jerry L. Thomas
Title: Manager

Signature Page 1

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent for the Lenders

By: 

Name: Matthew R. Van Steenhuyse

Title: Senior Vice President

Signature Page 2

Schedule 1
to
Trademark Security Agreement

Trademarks/Trademark Applications/Domain Names

Name/Type	Registrant/ Owner	Country	Registration/ Application Number	Date
SEAMLESS CORRIDOR PROGRAM™	Mattel Carpet & Rug, Inc.	U.S.	2,220,248	1/26/99
SDX™	Templeton Carpet Mills	U.S.	2,498,233	10/16/01
COLORLAST™	Mattel Carpet & Rug, Inc.	U.S.	2,559,222	4/9/02
COLORLAST SDXL NYLON™	Templeton Carpet Mills	U.S.	2,926,506	2/15/05
DURA-BOND™	Mattel Carpet & Rug, Inc.	U.S.	2,952,401	5/17/05