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
Tandus US, Inc.		06/06/2008	Delaware Corporation:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Corporation-State:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2383988	SYON-5
Registration Number:	2672859	TANDUS
Registration Number:	2693876	TANDUS
Registration Number:	2732737	TANDUS
Registration Number:	2832384	TANDUS
Registration Number:	2693987	TANDUS GROUP
Registration Number:	2660565	TANDUS GROUP
Registration Number:	2725292	TANDUS GROUP
Registration Number:	2727832	TANDUS GROUP
Registration Number:	2764962	
Registration Number:	2602716	
Registration Number:	2589883	
Registration Number:	2670047	
Registration Number:	2640820	
		TRADEMARK

TRADEMARK

REEL: 003799 FRAME: 0891

900109445

Registration Number:	2435377	TRIAD
Registration Number:	3220678	BLINK
Registration Number:	3163861	
Registration Number:	3370884	GREENBOND
Serial Number:	78971632	CROSSLEY
Serial Number:	78971651	CROSSLEY
Serial Number:	77339739	CONNEXION FROM TANDUS

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: kai.goodwin@contractor.thomson.com

Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	616449
NAME OF SUBMITTER:	Kai Goodwin
Signature:	/Kai Goodwin/
Date:	06/20/2008

Total Attachments: 5

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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 6, 2008 is made by TANDUS US, INC., a Delaware limited liability company (the "Obligor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions party to the Term Credit Agreement dated as of May 8, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among COLLINS & AIKMAN FLOORCOVERINGS, INC., a Delaware corporation (the "Borrower"), TANDUS GROUP, INC., a Delaware corporation, the Agent, WACHOVIA BANK, NATIONAL ASSOCIATION, as Syndication Agent, and BANC OF AMERICA SECURITIES LLC and WACHOVIA CAPITAL MARKETS, LLC, as joint lead arrangers and joint book managers.

<u>WITNESSETH</u>:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Borrower, the Obligor and certain other related entities of the Borrower have executed and delivered a Trademark Security Agreement, dated as of May 8, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "<u>Trademark Security Agreement</u>") and on June 13, 2007, at Reel 003560, Frame 0236, the Agent recorded the security interest grant in the Trademarks listed in <u>Schedule 1</u> thereto with the Trademarks Division of the United States Patent & Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

WHEREAS, the Obligor now desires to amend <u>Schedule 1</u> to the Trademark Security Agreement so as to add the Trademarks listed in <u>Schedule 1</u> hereto;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, having induced the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Trademark Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants a security interest in all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Collateral"), effective as of May 8, 2007, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Obligor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Trademark Security Agreement and is expressly subject to the terms and conditions thereof. For the avoidance of doubt and in case of any conflict hereto, the Trademark Security Agreement (and all rights and remedies of the Lenders thereunder) shall control and shall remain in full force and effect in accordance with the terms therein.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TANDUS US, LLC.

Name: Leonard F. Ferro

Name. Leonard F. Ferro

Title: Vice President/Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By:

ne: Lilia

Name: '
Title:

Liliana Claar Vice President

By:

Name: Title: Ahleen M. Carry

President

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on April <u>24</u>, 2008.

SCHEDULE 1

TANDUS US, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
SYON-5	2,383,988	9/5/2000
TANDUS	2,672,859	1/7/2003
TANDUS	2,693,876	3/4/2003
TANDUS	2,732,737	7/1/2003
TANDUS	2,832,384	4/13/2004
TANDUS GROUP AND LOGO	2,693,987	3/4/2003
TANDUS GROUP AND LOGO	2,660,565	12/10/2003
TANDUS GROUP AND LOGO	2,725,292	6/10/2003
TANDUS GROUP AND LOGO	2,727,832	6/17/2003
TANDUS LOGO (STYLIZED T)	2,764,962	9/16/2003
TANDUS LOGO (STYLIZED T)	2,602,716	7/30/2002
TANDUS LOGO (STYLIZED T)	2,589,883	7/2/2002
TANDUS LOGO (STYLIZED T)	2,670,047	12/31/2002
TANDUS LOGO (STYLIZED T)	2,640,820	10/22/2002
TRIAD	2,435,377	3/13/2001
BLINK	3,220,678	5/5/2005
DESIGN OF 4 SQUARES	3,163,861	2/11/2005
GREENBOND	3,370,884	1/15/2008

U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	<u>REG. DATE</u>
CROSSLEY	78/971,632	9/11/2006
CROSSLEY (AND DESIGN)	78/971,651	9/11/2006
CONNEXION FROM TANDUS	77/339,739	11/29/2007

TRADEMARK REEL: 003799 FRAME: 0897

RECORDED: 06/20/2008