

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | First Amendment to Mannington Mills, Inc. Second Amended and Restated Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type             |
|------------------------|----------|----------------|-------------------------|
| Mannington Mills, Inc. |          | 06/20/2008     | CORPORATION: NEW JERSEY |

**RECEIVING PARTY DATA**

|                        |                       |
|------------------------|-----------------------|
| <b>Name:</b>           | Bank of America, N.A. |
| <b>Street Address:</b> | 335 Madison Avenue    |
| <b>City:</b>           | New York              |
| <b>State/Country:</b>  | NEW YORK              |
| <b>Postal Code:</b>    | 10017                 |
| <b>Entity Type:</b>    | Banking Institution:  |

**PROPERTY NUMBERS Total: 27**

| Property Type        | Number   | Word Mark                      |
|----------------------|----------|--------------------------------|
| Registration Number: | 3415882  | BENNELONG CHERRY               |
| Registration Number: | 3336719  | HAMILTON CHERRY                |
| Registration Number: | 3336715  | HIGHLAND HICKORY               |
| Registration Number: | 3299611  | PALERMO STONE                  |
| Registration Number: | 3299610  | RAJA SLATE                     |
| Registration Number: | 3381258  | STAND ON A BETTER WORLD AWARDS |
| Registration Number: | 3341540  | STOCKBRIDGE CHERRY             |
| Registration Number: | 3291415  | XGUARD                         |
| Registration Number: | 3390209  | YELLOWBLOCK                    |
| Serial Number:       | 78782791 | BROAD RIVER HICKORY            |
| Serial Number:       | 77455431 | CHOICES THAT WORK              |
| Serial Number:       | 77071223 | DEL NORTE                      |
| Serial Number:       | 77093639 | LOOP                           |

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|                |          |                   |
|----------------|----------|-------------------|
| Serial Number: | 78782789 | LYNNHAVEN MAPLE   |
| Serial Number: | 77087953 | MANNINGTON XPRESS |
| Serial Number: | 78917481 | MGUARD            |
| Serial Number: | 77113169 | NET USER OF WASTE |
| Serial Number: | 77000467 | OPTICEDGE         |
| Serial Number: | 77256711 | PRIMUS            |
| Serial Number: | 78938844 | PROSHIELD         |
| Serial Number: | 77006236 | QUANTUM GUARD     |
| Serial Number: | 77282301 | REVOLVE           |
| Serial Number: | 77292522 | STREAMLINES       |
| Serial Number: | 77233411 | TRU-BODY          |
| Serial Number: | 77431191 | V2TECH            |
| Serial Number: | 77354317 | WHISPER 3-IN-1    |
| Serial Number: | 78938866 | YELLOWSHIELD      |

**CORRESPONDENCE DATA**

Fax Number: (212)836-6337  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-836-7319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 16-06  
Address Line 4: New York, NEW YORK 10022-3598

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 03191-0069           |
| NAME OF SUBMITTER:      | Paul J. Somelofske   |
| Signature:              | /Paul J. Somelofske/ |
| Date:                   | 06/24/2008           |

**Total Attachments: 7**  
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FIRST AMENDMENT  
TO  
MANNINGTON MILLS, INC.  
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
(2005 Transaction)

This First Amendment to Second Amended and Restated Trademark Security Agreement (2005 Transaction) (this "Amendment"), is made and entered into as of June 20, 2008 between MANNINGTON MILLS, INC., a New Jersey corporation, with an office at 75 Mannington Mills Road, Salem, New Jersey, 08079 ("Borrower"), and BANK OF AMERICA, N.A., as agent (in such capacity, together with any successor in such capacity, "Agent") for the Lenders (as defined in the Fourth Amended and Restated Loan Agreement (as defined below)), with an office at 335 Madison Avenue, New York, New York, 10017.

WHEREAS, Borrower and Agent are parties to a certain Second Amended and Restated Trademark Security Agreement (2005 Transaction), dated as of December 16, 2005 (the "Trademark Security Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement;

WHEREAS, the parties hereto intend to amend the Trademark Security Agreement to evidence Borrower's grant to Agent, for the benefit of the Agent and the Lenders, of a security interest in additional trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, rights under or interests in any trademark or service mark license agreements with any other party, any other trademark rights and other items related to the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Security Interests in Trademarks; Amendment to Trademark Security Agreement.

a. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's Trademarks and Licenses listed on Schedule A hereto and all Other Trademark Rights in connection therewith (collectively, the "Additional Property"). Such Trademarks, Licenses and Other Trademark Rights shall be subject to the terms and conditions of the Trademark Security Agreement.

b. In connection with such grant, Schedule A of the Trademark Security Agreement is hereby amended to add and incorporate the Trademarks and Licenses listed on Schedule A attached to this Amendment.

2. Representations, Warranties and Covenants. Borrower hereby:

a. represents and warrants to the Agent and the Lenders that the representations and warranties made (or deemed made) by it as Borrower under the Trademark Security Agreement are true and correct on and as of the date hereof (both before and after giving effect to this Amendment);

b. agrees to comply with all of the terms, conditions, covenants, agreements and obligations set forth in the Trademark Security Agreement with respect to the Additional Property; and

c. agrees and confirms that (i) the Additional Property is currently, and has been at all times since the Borrower obtained rights therein, covered by the Trademark Security Agreement in accordance with the provisions of Section 6 thereof, and this Amendment shall serve to evidence the same, and (ii) all applicable provisions of the Trademark Security Agreement shall be applicable to the Additional Property and Agent shall be entitled to all rights and benefits in connection therewith under the terms of the Trademark Security Agreement.

3. Further Assurances. Borrower agrees from time to time, upon the reasonable request of the Agent, to take such additional actions and to execute and deliver such additional documents and instruments as the Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Amendment.

4. Continued Effectiveness; Affirmation.

a. The parties hereto agree that (i) all references in the Trademark Security Agreement to the Third Amended and Restated Loan Agreement shall include the Fourth Amended and Restated Loan Agreement, dated as of the date hereof, among Borrower, Burke Industries (Delaware), Inc., the Lenders and Agent as from time to time amended, modified, restated or supplemented (the "Fourth Amended and Restated Loan Agreement") and (ii) all references in the Trademark Security Agreement to the Second Amended and Restated Trademark Security Agreement and all references in the Loan Documents to the "MMI Trademark Agreement" shall be deemed references to the Trademark Security Agreement, as amended by this Amendment.

b. Except for the amendments set forth herein, nothing herein shall be deemed to be an amendment or waiver of any covenant or agreement contained in the Trademark Security Agreement and each of the parties hereto agrees that all of the covenants and agreements and other provisions contained in the Trademark Security Agreement as amended herein, are hereby ratified and confirmed in all respects and shall remain in full force and effect from and after the date of this Amendment.

c. MMI hereby ratifies and confirms its grant of security interests and liens in the Trademarks, Licenses and Other Trademark Rights and confirms and agrees that such Trademarks, Licenses and Other Trademark Rights shall continue to secure any and all Obligations.

5. Miscellaneous

a. Neither this Amendment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

b. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission (in PDF format) shall be as effective as delivery of a manually executed counterpart hereof.

c. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MANNINGTON MILLS, INC.

By: Francis J. Norris  
Francis J. Norris  
Senior Vice President - Treasury,  
Risk & Administration

Accepted and agreed to  
as the date first written above

BANK OF AMERICA, N.A.,  
as Agent

By: \_\_\_\_\_  
Name: Robert Scalzitti  
Title: Vice President

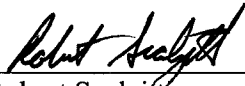
IN WITNESS WHEREOF, Borrower and Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

MANNINGTON MILLS, INC.

By: \_\_\_\_\_  
Francis J. Norris  
Senior Vice President - Treasury,  
Risk & Administration

Accepted and agreed to  
as the date first written above

BANK OF AMERICA, N.A.,  
as Agent

By: \_\_\_\_\_  
  
Name: Robert Scalzitti  
Title: Vice President

Schedule A  
to  
Trademark Security Agreement

U.S.

BENNELONG CHERRY, Reg. 3415882

BROAD RIVER HICKORY, App. 78782791

CHOICES THAT WORK, App. 77455431

DEL NORTE, App. 77071223

HAMILTON CHERRY, Reg. 3336719

HIGHLAND HICKORY, Reg. 3336715

LOOP, App. 77093639

LYNNHAVEN MAPLE, App. 78782789

MANNINGTON XPRESS, App. 77087953

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OPTICEDGE, App. 77000467

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PRIMUS, App. 77256711

PROSHIELD, App. 78938844

QUANTUM GUARD, App. 77006236

RAJA SLATE, Reg. 3299610

REVOLVE, App. 77282301

STAND ON A BETTER WORLD AWARDS, Reg. 3381258

STOCKBRIDGE CHERRY, Reg. 3341540

STREAMLINES, App. 77292522



TRU-BODY, App. 77233411

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WHISPER 3-IN-1, App. 77354317

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