

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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**02/12/2010**  
**900154673**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Collateral Assignment of Trademarks and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QEP - Tennessee, Inc.		02/12/2010	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	2150 Black Rock Turnpike
<b>City:</b>	Fairfield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06825
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1703307	ACADIA NATURAL
Registration Number:	1701800	ADIRONDACK HONEY
Registration Number:	2418394	ALUMIDE
Registration Number:	3898241	BONDWOOD
Registration Number:	1991237	CAPITAL
Registration Number:	2838517	CROSSROADS
Registration Number:	1362791	EVERSETT
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Registration Number:	2022678	KINGSPORT
Registration Number:	1700570	MOJAVE WHEAT
Registration Number:	3079417	QUIKLOC
Registration Number:	2796090	TAPTIGHT
Registration Number:	2503829	VANGUARD

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Registration Number:	0838196	WEBBAC
Registration Number:	3584283	ARBOR FLOORCRAFT
Serial Number:	77319940	ARBORCRAFT
Serial Number:	77339102	FLOORCRAFT BY ARBORCRAFT

**CORRESPONDENCE DATA**

**Fax Number:** (860)251-5312  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 860-251-5935  
**Email:** trademarks@goodwin.com  
**Correspondent Name:** Linda P. Casillo, Paralegal  
**Address Line 1:** Shipman & Goodwin LLP  
**Address Line 2:** One Constitution Plaza  
**Address Line 4:** Hartford, CONNECTICUT 06103-1919

<b>ATTORNEY DOCKET NUMBER:</b>	20335-08
<b>NAME OF SUBMITTER:</b>	Linda P. Casillo, Paralegal
<b>Signature:</b>	/Linda P. Casillo/
<b>Date:</b>	02/12/2010

**Total Attachments: 9**

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EXECUTION COPY

**COLLATERAL ASSIGNMENT OF  
TRADEMARKS AND SECURITY AGREEMENT**

THIS AGREEMENT is made on the 12 day of February, 2010 between QEP - TENNESSEE, INC., a Florida corporation having a mailing address at 1001 Broken Sound Parkway NW, Suite A, Boca Raton, Florida, 33487 ("Assignor") and BANK OF AMERICA, N.A. having a mailing address at 2150 Black Rock Turnpike, Fairfield, Connecticut 06825 as agent ("Agent") for the ratable benefit of BANK OF AMERICA, N.A. ("BOA") and any other future lenders that are a party to the Loan Agreement (as defined below) (collectively, the "Lenders").

**BACKGROUND.** The Assignor, Agent, the Lenders and certain additional Borrowers named therein have entered into a Third Amended and Restated Loan Agreement, dated December 30, 2008 (as the same may be amended, restated, and in effect from time to time, the "Loan Agreement"). It is a condition precedent to the Lenders' making any loans or otherwise continuing to extend credit or provide financial accommodations to Assignor and all the other Borrowers under the Loan Agreement that Assignor enter into this Agreement. This Collateral Assignment of Trademarks is being executed contemporaneously with a Security Agreement dated as of the date hereof under which the Assignor granted to the Agent, for the ratable benefit of the Lenders, a lien on and security interest in, among other things, machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications of the Assignor ("Other Assets") relating to products sold under the Trademarks which (as defined below), whereby Agent shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor. All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Agent as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Agent, for the ratable benefit of the Lenders, the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements (subject to paragraph 14 below) and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

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- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Agent and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto with reasonable notice at reasonable times during regular business hours. Assignor shall do any and all acts required by Agent to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement, including without limitation a license agreement, which is inconsistent with Assignor's obligations under this Agreement, without Agent's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Agent prompt written notice thereof.

6. Assignor authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Agent hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for the ratable benefit and account of the Lenders and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Agent.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any portion of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or its successors and assigns may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Agent and Lenders in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks (subject to the provisions of paragraph 14 below), shall be borne and paid by Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations

and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Agent, which consent shall not be unreasonably withheld.

12. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Assignor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney's fees, incurred by Agent in the fulfillment of the provisions of this paragraph 12.

13. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its Obligations hereunder, Agent may do so in Assignor's name or in Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Agent and Lenders in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Trademarks. Notwithstanding anything contained in this Agreement to the contrary, after an Event of Default shall have occurred and be continuing, the Agent shall notify Borrower ten (10) days prior to bringing any opposition proceedings, cancellation proceedings or lawsuit to enforce or protect the Trademarks. Provided however, if Agent in its reasonable judgment brings such an action despite the Borrower's opposition, Borrower shall remain liable for all of Agent's reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

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15. No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

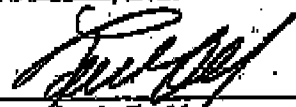
19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Connecticut without regard to its conflict of laws provisions.

WITNESS the execution hereof as of the day and year first above written.

**ASSIGNOR**

**QEP - TENNESSEE, INC.**

By:   
Name: Lewis Gould  
Its: President  
Duly Authorized

**AGENT**

**BANK OF AMERICA, N.A., as Agent for the  
ratable benefit of the Lenders**

By: \_\_\_\_\_  
Deirdra Z. Sikora  
Vice President

[Signature Page to Collateral Assign of Trademarks- QEP - Tennessee]

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WITNESS the execution hereof as of the day and year first above written.

**ASSIGNOR**

**QEP - TENNESSEE, INC.**

By: \_\_\_\_\_  
Name: Lewis Gould  
Rs: President  
Duly Authorized

**AGENT**

**BANK OF AMERICA, N.A., as Agent for the  
ratable benefit of the Lenders**

By: \_\_\_\_\_  
Debra Z. Sikora  
Vice President

1387072 [Signature Page to Collateral] Assign of Trademarks- QEP - Tennessee]

**SCHEDULE A**

**QEP - TENNESSEE, INC.  
 Trademarks**

**United States:**

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Date</u>
Acadia Natural	74/206,141	1,703,307	July 28, 1992
Adirondack Honey	74/205,826	1,701,800	July 21, 1992
Alumidc	75/631,888	2,416,394	Dec 26, 2000
Bondwood	77/691,783	3,698,241	Oct. 20, 2009
Capital	74/711,060	1,991,237	Aug 6, 1996
Crossroads	78/185,219	2,838,517	May 4, 2004
Eversett (adhesive)	73/531,640	1,362,791	Oct 1, 1985
Harris& Design	71/693322	0651923	Sep 24, 1957
Harris & Design	71/318,358	290,424	Jan 5, 1932
Kingsport	74/711,061	2,022,678	Dec 10, 1996
Mojave Wheat	74/205,819	1,700,570	July 14, 1992
Quikloc	78/607551	3079417	Apr 11, 2006
TapTight	78/112,936	2,796,090	Dec 16, 2003
Vanguard	76/106,470	2,503,829	Nov 6, 2001
Webbac	72/239,995	838,196	Nov 7, 1967
Arbor FloorCraft	77/339,086	3,584,283	Mar 3, 2009

**Canada:**

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Date</u>
Avenues	1127285	TMA584,801	July 8, 2003
Coach House Hickory	1114341	580457	May 1, 2003
Crossroads	1134364	TMA589,701	Sep 12, 2003
Passport: Australia	1110253	580524	May 2, 2003
TapTight	1129995	TMA589,920	Sep 16, 2003
Genesis	1334060	TMA738,054	May 4, 2009

**II. TRADEMARK APPLICATIONS:**

<u>Mark</u>	<u>Application No.</u>	<u>Country</u>
Genesis	pending	United States
ArborCraft	77/319,940	United States
FloorCraft by ArborCraft	77/339,102	United States
T-Lock	1284063	Canada

**III. TRADEMARK LICENSES**

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

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Common Law Trademarks:

<u>Mark</u>	<u>Countries</u>
- Artisan's	US-CA
- Basics	US
- ClicLoc	US
- Essentials	US-CA
- Foundations	US
- Grand Vistas Collection	US
- Ovations	US-CA
- Signature	US-CA
- Mission	US
- Passages	US
- Journey	US
- Amherst	US
- Wilshire	US
- Cornerstone	US
- Expeditions	US
- Passport (no Australia connection)	US
- Northwoods	US
- Craftique Textures	US
- Craftique Tejas	US
- Cascades Hand-Scraped	US
- Cascades Reserve	US
- Hamptons ColorCraft	US
- Beacon Hill	US
- Mesa Verde	US
- Trighthouse Hickory	US
- Distinctions	US
- Traditions	US
- Traditions Springloc	US
- Springloc	US
- Rocky Mountain Hand-Scraped	US
- Amherst UltraLoc	US-CA
- Painted Desert	US-CA
- Boston Bay	US-CA
- Plantation Hand-Scraped	US-CA

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