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Attorney Docket No. 03073.05437

100838893

Patents and Trademarks, Box Assignments, Washington,
D.C., 20231

1998 SEP 18 PM 3:15

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Monarch Tile, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: DE
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies):
Name: Monarch Ceramic Tile, Inc.
Internal Address:
Street Address: 359 Clay Road
City: Sunnyvale State: Texas Zip: 75154

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership -
 Corporation -State: Texas
 Other
 Corporation-State
 Other

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: August 25, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See Exhibit A
 B. Trademark registration No.(s)

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dwain K. Rogers, Jr.

Internal Address:

Street Address: Thompson & Knight, P.C.
1700 Pacific Avenue, Suite 3300

City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 15

7. Total Fee (37 CFR 3.41):\$390.00
(payable to Commissioner of Patents and Trademarks)

Enclosed (fee previously enclosed)
 Authorized to be charged to deposit account

8. Deposit account number: Please charge any excess fees that are not covered in the enclosed check to Account No. 20-0821 of Thompson & Knight, P.C.

(Attach Duplicate Copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dwain K. Rogers, Jr. *D. K. Z. S.* 9/17/98
 Name of Person Signing Signature Date

03073.05437 CORP 204734 OMB No. 0651-0011 (exp.4/94)

Total number of pages comprising cover sheet 2

09/23/1998 TTON11 00000012 1693007

01 FC:481 40.00 DP
 02 FC:482 350.00 DP

**EXHIBIT A
TO
TRADEMARK RECORDATION FORM**

Mark	Reg. No.	Reg. Date
Design Only (Lion Head in Box)	1,693,007	6/9/92
MILLBRITE	1,296,251	9/18/84
MILLSTONE	1,216,737	11/16/82
MONARCH	714,603	5/2/61
MONARCH & Design	1,401,195	7/15/86
MONARCH TILE	1,690,808	6/2/92
MONARCH TILE & Design	1,698,401	6/30/92
MONO-SCORE	789,880	5/25/65
MULTI-SET	713,360	4/4/61
PIZZAZZ ACCENTS	1,472,306	1/12/88
REGATTA	1,472,304	1/12/88
SAFARI	1,472,308	1/12/88
SHADOWS	1,358,053	9/3/85
SNAPS	1,753,921	2/23/93
SPARKLERS	1,724,647	10/13/92

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of August 25, 1998, (the "Effective Date") is made by and between Monarch Ceramic Tile, Inc., a Texas corporation located at 359 Clay Road, Sunnyvale, Texas 75154 ("Buyer"), and Monarch Tile, Inc., a Delaware corporation located at 834 Rickwood Road, Florence, Alabama 35632 ("Seller").

WITNESSETH:

WHEREAS, Seller has adopted and used and in certain cases registered or applied for registration of the trademarks listed on Exhibit A to this Agreement in connection with the goods listed thereon (the "Marks");

WHEREAS, Seller and American Marazzi Tile, Inc. have entered into an Asset Purchase Agreement dated July 17, 1998, pursuant to which Buyer is acquiring and Seller has agreed to sell and assign certain assets, including all of Seller's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;


NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller hereby assigns, transfers and conveys unto Buyer all of Seller's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

MONARCH TILE, INC.

By:


Name: JOHN N. TURCOTTE
Title: VICE PRESIDENT, FINANCE

STATE OF Alabama §
COUNTY OF Jefferson §
§

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named John N. Turley who stated that he was the Vice President, Finance of Monarch Tile, Inc., a Delaware corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 25 day of August, 1998.

Lay S. Willingham
Notary Public

My Commission Expires:
11/17/99

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

**TRADEMARKS AND SERVICE MARKS REGISTERED WITH THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

Mark	Reg. No.	Reg. Date
CANDLELIGHT ¹	1,474,185	1/26/88
CROWNE SERIES ²	1,687,885	5/19/92
Design Only (Lion Head in Box)	1,693,007	6/9/92
Design Only ³	1,037,885	4/13/76
MILLBRITE	1,296,251	9/18/84
MILLSTONE	1,216,737	11/16/82
MONARCH	714,603	5/2/61
MONARCH & Design	1,401,195	7/15/86
MONARCH TILE	1,690,808	6/2/92
MONARCH TILE & Design	1,698,401	6/30/92
MONO-SCORE	789,880	5/25/65
MULTI-SET	713,360	4/4/61
PIZZAZZ ACCENTS	1,472,306	1/12/88
REGATTA	1,472,304	1/12/88
SAFARI	1,472,308	1/12/88
SHADOWS	1,358,053	9/3/85
SHADOWS SILHOUETTES ⁴	1,475,945	2/9/88
SNAPS	1,753,921	2/23/93

¹ Cancelled for failure to file a Section 8 Affidavit.

² To be cancelled as of 7/14/98 for failure to file a Section 8 Affidavit.

³ Expired for failure to file a Renewal.

⁴ Cancelled for failure to file a Section 8 Affidavit.

Mark	Reg. No.	Reg. Date
SPARKLERS	1,724,647	10/13/92
TWILIGHT SHADOWS ⁵	1,478,714	3/1/88

⁵ Cancelled for failure to file a Section 8 Affidavit.