

10-08-1998



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10-5-98

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/07/1998 TTON11 00000248 1658294

FOR OFFICE USE ONLY

01	FC:401	40.00	DP
02	FC:402	50.00	DP
03	FC:630	10.00	DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
TRADEMARK

REEL: 1796 FRAME: 0107

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,658,294"/>	<input type="text" value="1,788,636"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,699,871"/>	<input type="text" value="180,318"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,774,302"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

DANA KULL, ESQ.

OCTOBER 1, 1998

Name of Person Signing

Signature

Date Signed

**SECURITY AGREEMENT**  
(Trademarks)

STATE OF GEORGIA            )  
  ) ss.:  
COUNTY OF FULTON        )

WHEREAS, Gulistan Carpet Inc., a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of October 1, 1998 (the "Loan Agreement"), among the Assignor, the financial institutions party thereto from time to time (the "Lenders") and BankBoston, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders, have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to the Agent, on behalf of the Lenders, and to grant to the Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement).

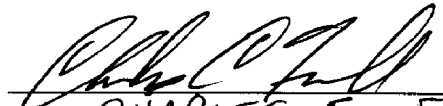
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, on behalf of the Lenders, and grants to the Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of October 1, 1998.

GULISTAN CARPET INC.

[Corporate Seal]

By:   
Name: CHARLES E. FARRELL  
Title: EXECUTIVE VICE PRESIDENT

Attest:

By:   
Name: PETER J. KRAVETZ  
Title: ASSISTANT SECRETARY

STATE OF GEORGIA        )  
                                  ) ss.:  
COUNTY OF FULTON     )

On this 24 day of ~~October~~ <sup>September</sup>, 1998 before me personally came Peter J. Kruger, to me known, who, being by me duly sworn, did depose and say that he is the Assistant Secretary, of Gulistan Carpet Inc., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Given under my hand and official seal this 24 day of ~~October~~ <sup>September</sup> 1998.

Notary Public:

Juanita R. Lomax  
Name: JUANITA R. LOMAX  
(Print or type)

My commission expires:

11/19/99

[NOTARIAL SEAL]

State of North Carolina  
County of Moore

**Schedule A**

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Gulistan	180,318	2/26/94
Design Signals	1,658,294	9/24/91
Perma Tex	1,699,871	7/7/92
Stevens Carpet (Signature and Design)	1,774,302	6/01/93
Stevens Carpet (Signature Dealer and Design)	1,788,636	8/17/93