



02-03-1999

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TRADEMARKS ONLY

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

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- New
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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKATA

Composed of

Address (line 1)

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- Individual General Partnership Limited Partnership Corporation Association

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.)

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02/02/1999 BNGUYEN 00000154 1188757

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01 FC:481 40.00 OP
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Name

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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"/>	<input type="text" value="2,173,871"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,188,757"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Robert H.G. Lockwood

Name of Person Signing

Signature

12/30/98

Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into as of the 6th day of August, 1998 by and between Shaw Industries, Inc., a Georgia corporation ("Parent"), and Shaw Carpet Showplace, Inc., a Georgia corporation and wholly-owned subsidiary of Parent ("Subsidiary").

WITNESSETH:

WHEREAS, Parent owns certain trademarks and tradenames used in connection with the operation of its retail carpet business; and

WHEREAS, pursuant to Section 6.13 of that certain Agreement and Plan of Merger dated June 23, 1998 by and among Parent, Subsidiary, The Maxim Group, Inc. and CMAX Acquisition, Inc. (the "Merger Agreement"), the Parent and Subsidiary agreed to take such actions before the Effective Time (as defined in the Merger Agreement) to cause Subsidiary and its subsidiaries to have ownership of only the retail stores (and store-based related assets and liabilities) at the locations set forth on Schedule 4.11(c) to the Merger Agreement; and

WHEREAS, in accordance with Section 6.13 of the Merger Agreement, Parent desires to assign, contribute and transfer to Subsidiary, effective as of the date hereof, all of Parent's right, title and interest in and to those certain trademarks and trade names listed on Schedule A attached hereto (collectively, the "Subject Marks"); and

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

1. Parent hereby assigns, contributes and transfers to Subsidiary, effective as of the date hereof, all of Parent's right, title and interest in and to:

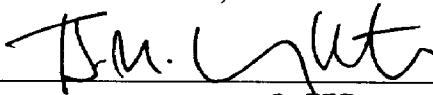
- (i) the Subject Marks, together with all the goodwill of its retail carpet business appurtenant thereto; and**
- (ii) any and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including equitable relief arising from infringement of the Subject Marks and to which the Parent is or would have been entitled had the contribution not been made.**

This Assignment Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed, effective as of date first written above.

PARENT:

SHAW INDUSTRIES, INC.

By: 

Name: B.M. LAUGHTER
VICE PRESIDENT

Title: _____

SUBSIDIARY:

SHAW CARPET SHOWPLACE, INC.

By: 

Name: B.M. LAUGHTER
VICE PRESIDENT

Title: _____

Schedule A

Intellectual Property

The following trademarks and trade names:

Carpet Smart
CarpetSmart
Walters

together with all registrations or applications for registration associated therewith, including without limitation:

<u>Mark</u>	<u>U.S. Registration No.</u>
Carpet Smart	2,173,871
Walters	1,188,757

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