

9-13-99

09-15-1999

U.S. DEPARTMENT OF COMMERCE
Patents and Trademarks Office

R



ET

101145099

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

1. Name of conveying party(ies): Capitol Adhesives, Inc.

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

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

2. Name and address of receiving party(ies):

Name: Eshco, L.L.C.

Street Address: 300 Cross Plains Boulevard

City Dalton State Georgia Zip 30720

Individual(s) Citizenship
 National Banking Association
 General Partnership
 Limited Partnership
 Corporation-State Tennessee
 Other

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

3. Nature of Conveyance:

Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: JULY 31, 1996

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

Additional numbers attached? Yes No

B. Trademark No. (s) 2,113,241

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

Douglas T. Johnson
 832 Georgia Ave., Suite 1000
 Chattanooga, TN 37402-2289

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . \$40.00

Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

9/8/99 Date

Signature

Douglas T. Johnson Name of Person Signing

Total number of pages including cover sheet: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/14/1999 NTHA11 00000276 2113241
 01 FC:481 40.00 DP

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

Guidelines for Completing Trademarks Cover Sheets

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and a trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

BILL OF SALE, ASSIGNMENT

AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Bill of Sale"), made to be effective as of the ____ day of July, 1996, by and between Capitol Adhesive, Inc., a Georgia corporation ("Seller") and Eshco, L.L.C., a Tennessee limited liability company ("Purchaser").

Pursuant to an Asset Purchase Agreement dated June 10, 1996, as amended (the "Agreement") between Seller and Purchaser, Seller has agreed to transfer and deliver to Purchaser as of the date hereof, substantially all of the assets of Seller used in the operation of its carpet adhesive manufacturing and distribution business (the "Business"). Capitalized terms used in this Bill of Sale and not defined herein shall have the meaning assigned to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns and conveys to Purchaser, its successors and assigns forever, all of Seller's right, title and interest, legal or equitable, in and to the Acquired Assets.

TO HAVE AND TO HOLD, all of the Acquired Assets, unto Purchaser, its successors and assigns forever.

Seller hereby covenants to execute and deliver to Purchaser, upon its request therefor, such instruments and documents of further assurance or otherwise, suitable for recording if appropriate, as Purchaser may reasonably request to obtain benefits under the Agreement.

In consideration of the transfer of the Acquired Assets transferred hereby to Purchaser, Purchaser hereby assumes certain liabilities and obligations of Seller, but only those liabilities and obligations of Seller constituting the Assumed Liabilities.

Neither the making nor the acceptance of the within assignment and transfer shall constitute a waiver or release by Seller or Purchaser of any liabilities, duties or obligations imposed upon any of them by the terms of the Agreement, including, without limitation, the representations and warranties or other provisions which the Agreement provides shall survive the date hereof.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed effective as of the date first above written.

CAPITOL ADHESIVE, INC.

By: Charles Kirby
Charles Kirby
President

ESHCO, L.L.C.

By: Thomas H. Sheely
Title: PRES + CEO