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RECORDATION FORM COVER SHEET
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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

09301997

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Hartco Flooring Company

Execution Date
Month Day Year
12171999

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Tennessee

Receiving Party

☐ Mark if additional names of conveying parties attached

Name HFCG Corp.

DBA/AKA/TA

Composed of

Address (line 1) 565 Hartco Drive

Address (line 2)

Address (line 3) Oneida

Tennessee

37841

City

State/Country

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

02/23/2000 TTDN11 00000026 200821 1738882

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TRADEMARK
REEL: 002024 FRAME: 0452

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

(214) 969-1130

Name

Pamela S. Ratliff

Address (line 1)

Thompson & Knight L.L.P.

Address (line 2)

1700 Pacific Avenue, Suite 3300

Address (line 3)

Dallas, Texas 75201

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)

1738882

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

20-0821

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.

Pamela S. Ratliff

Name of Person Signing

Pamela S. Ratliff
Signature

1/12/00

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of September 30, 1997, (the "Effective Date") is made by and between Hartco Flooring Company, a Tennessee corporation ("Assignor"), and HFCG Corp., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has adopted, used and registered the trademark listed on Exhibit A to this Agreement in connection with the goods listed thereon (the "Mark");

WHEREAS, effective September 30, 1997, Assignor agreed to assign and Assignee agreed to acquire all of Assignor's right, title, and interest in and to the Mark, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;

WHEREAS, due to a ministerial error, the assignment of the Mark was not recorded at the time of the assignment; and

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:

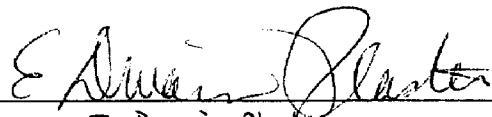
1. Effective as of September 30, 1997, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Mark, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement 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, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

HARTCO FLOORING COMPANY

By:


Name: E. Dwain Plaster
Title: President

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

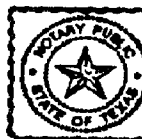
On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named E. Duxin Plaster, who stated that he was the President of Hartco Flooring Company, a Tennessee corporation, and was duly authorized in his capacity to execute the foregoing instrument for 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 17th day of December, 1999.

Angela L. Alston
Notary Public

My Commission Expires:

9-30-2002



**EXHIBIT A TO
TRADEMARK ASSIGNMENT AGREEMENT**

**HARTCO FLOORING COMPANY
UNITED STATES TRADEMARK**

MARK (INT'L CLASS)	GOODS/SERVICES	SERIAL/REG. NUMBER	FILE DATE
HARTGUARD (CL. 2)	Polyurethane finish for hardwood flooring.	1,738,882	7/16/91

83411 07181 Dallas 1082820.1