

09-22-2000



101466273

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-30-00

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

Change of Name

Other

Effective Date
Month Day Year

1684453

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 conveying parties attached

Name

DBA/AKA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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.)

FOR OFFICE USE ONLY

09/21/2000 MTHAI1 00000251 1684453

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40.00

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

TRADEMARK
REEL: 002144 FRAME: 0445

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.

#

4

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"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1684453	732899	1104114
1997519	1232441	1979384
892676	664613	1949519

Number of Properties

Enter the total number of properties involved.

#

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3:41):

\$

540.00

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

August 25, 2000

Date Signed

TRADEMARKS ONLY

TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of conveying 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

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Other

Citizenship/State of Incorporation/Organization

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)

1994635 1918851

2046533 961922

1980679 1301704

1050680 1768077

1738882 1050679

1710769

1643632

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of June 30, 2000 (the "Effective Date"), is made by and between Hartco Hardwood Flooring L.P., a Delaware limited partnership ("Assignor"), and Hartco Flooring Company, a Tennessee corporation ("Assignee").

W I T N E S E T H:

WHEREAS, Assignor 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, Assignor has agreed to merge with and into Assignee, as a result of which Assignee will acquire all of Assignor'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; 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 the Effective Date, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor'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, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

HARTCO HARDWOOD FLOORING L.P.
A Delaware limited partnership

By: HFCG Corp., its General Partner

By: 
E. Dwain Plaster, President

**TRADEMARKS OWNED BY HARTCO HARDWOOD FLOORING L.P.
ASSIGNED TO HARTCO FLOORING COMPANY**

UNITED STATES TRADEMARKS

MARK (INT'L CLASS)	GOODS/SERVICES	SERIAL/REG. NUMBER
BEAUMONT (CL.19)	WOOD FLOORING	74/497,846 ¹
BURNSIDE PLANK (CL.19)	WOOD FLOORING	1,684,453
EMBASSY (CL.19)	WOOD FLOORING	1,997,519
FOAM-TILE (CL.19)	CUSHIONED, WOOD PARQUET BLOCK PANELS AND ASSEMBLIES	892,676
HARTCO (CL.1)	ADHESIVE-NAMELY, MASTIC FOR SECURING WOOD FLOORING ELEMENTS TO A BASE	732,899
HARTCO (CL.3)	WOOD FLOOR CARE PRODUCTS, NAMELY, CLEANERS, WAXES AND POLISHES	1,232,441
HARTCO (CL.19)	WOOD TILE FLOORING	664,613
HARTCO & DESIGN (CL.1.19)	FLOOR TILE MASTIC (CL.1); FLOOR TILE (CL.19)	1,104,114
HARTCO AMERICAN OAK (CL.19)	WOOD PLANK FLOORING	1,979,384
HARTCO AMERICAN PRIDE (CL.19)	WOOD FLOORING	1,949,519

¹ Abandoned

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EXHIBIT A TO TRADEMARK ASSIGNMENT
PAGE 1

MARK (INT'L CLASS)	GOODS/SERVICES	SERIAL/REG. NUMBER
HARTCO COUNTRYSIDE (CL.19)	WOOD PLANK FLOORING	1,994,635
HARTCO CUSTOM HOME (CL.19)	WOOD PARQUET & WOOD PLANK FLOORING	74/688,386 ²
HARTCO HOME CHOICE (CL.19)	WOOD PARQUET & WOOD PLANK FLOORING	2,046,533
HARTCO ONEIDA STRIP (CL.19)	WOOD PARQUET & WOOD PLANK FLOORING	75/064,424 ³
HARTCO U.S. OAK (CL.19)	WOOD PARQUET & WOOD PLANK FLOORING	1,980,679
HARTCO WOOD FLOOR-TILE (CL.19)	FLOOR TILE	1,050,679
HARTCO WOOD FOAM-TILE (CL.19)	FLOOR TILE	1,050,680
HARTCO WOOD FOAM-TILE & DESIGN (CL.19)	FLOOR TILE	1,049,588 ⁴
HARTGUARD (CL.2)	POLYURETHANE FINISH FOR HARDWOOD FLOORING	1,738,882
HARTWOOD (CL.19)	HARDWOOD FLOORING	1,710,769
IMPERIAL PLANK (CL.19)	WOOD FLOORING	1,643,632

² Abandoned.

³ Abandoned.

⁴ Cancelled

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EXHIBIT A TO TRADEMARK ASSIGNMENT
PAGE 2 OF 5

MARK (INT'L CLASS)	GOODS/SERVICES	SERIAL/REG. NUMBER
KINGSFORD STRIP (CL.19)	HARDWOOD FLOORING	1,918,851
PAR-K-STIK (CL.27)	ADHESIVE MATERIAL APPLIED TO FLOOR COVERINGS FOR ATTACHMENT TO FLOORING SURFACES	961,922
PATTERN PLUS (CL.19)	HARDWOOD FLOORING	1,301,704
PROVINCIAL STRIP (CL.19)	WOOD FLOORING	74/504,515 ^s
SOMERSET PLANK (CL.19)	HARDWOOD FLOORING	1,768,077

^s Abandoned

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