



01-02-2001



12-06-2000

U.S. Patent & TMO/TM Mail Rept Dt. #64

RECORD

101568164  
TRADEMARKS

12-6-00

- 1. **Name of conveying party:** Aladdin Manufacturing Corporation
- 2. **Name and address of receiving party:**  
Mohawk Carpet Corporation  
160 South Industrial Boulevard  
Calhoun, GA 30703
- 3. **Nature of conveyance and execution date:** Trademark Assignment executed December 1, 2000

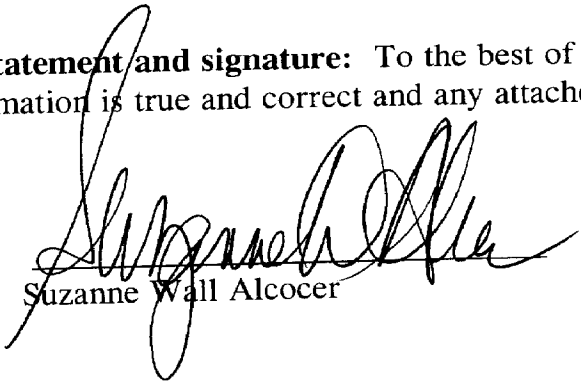
- 4. **Application Number(s) or Registration Number(s):**  
Trademark Registration Numbers:  
1,512,746  
2,241,182  
2,044,507

- 5. **Mail correspondence concerning document to:**  
Suzanne Wall Alcocer, Esq.  
Mohawk Carpet Corporation  
160 South Industrial Boulevard  
Calhoun, GA 30703

- 6. **Total number of applications and registrations involved:** Three (3)

- 7. **Total fee (37 CFR 3.41), :** \$90.00
- 8. **Deposit account number:** 500363

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.

  
Suzanne Wall Alcocer

  
Date

( )

## Trademark License Agreement

**THIS TRADEMARK LICENSE AGREEMENT** (this "Agreement") is made and entered into and is effective as of the 14th day of November, 2000 (the "Effective Date"), between **ALADDIN MANUFACTURING CORPORATION**, a Delaware corporation ("Aladdin"), and **CROWN CRAFTS, INC.**, a Georgia corporation ("Crown Crafts").

**WHEREAS**, Aladdin and Crown Crafts have entered into that certain Asset Purchase Agreement dated as of October 10, 2000, as amended (the "Asset Purchase Agreement"), pursuant to which Aladdin will acquire certain Inventory (as that term is defined in the Asset Purchase Agreement) of Crown Crafts bearing certain Crown Crafts trademarks and logos (the "Trademarks"); and

**WHEREAS**, the parties desire that Aladdin be permitted to sell the Inventory bearing the Trademarks for the period of time provided herein, subject to the limitations set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, Aladdin and Crown Crafts agree as follows:

**SECTION 1.0 Grant of License**. Crown Crafts hereby grants Aladdin and its direct and indirect subsidiaries a limited, nonexclusive and nontransferable license to sell the Inventory bearing the Trademarks through Aladdin's existing United States and Canadian channels of distribution for similar products for a period of six (6) months from the Effective Date. Notwithstanding the foregoing, Aladdin agrees that, during the term of this Agreement, it will (i) use a new RN No. on any reprints it makes of Crown Crafts inserts; and (ii) not use (or permit anyone else to use) the Trademarks on any products not included as a part of the Inventory.

**SECTION 2.0 Limitations**. This Agreement includes no right or license from Crown Crafts to Aladdin in the Trademarks except for the limited purposes referred to in Section 1.0. Aladdin has no right to assign, transfer, or sublicense any of its rights acquired under this Agreement. Aladdin may not use the Trademarks in any manner except for the limited purposes referred to in Section 1.0 including without limitation in the advertisement or promotion of the sale of the Inventory, provided that Aladdin shall obtain Crown Crafts' prior written approval (which approval shall not be unreasonably withheld or delayed) of all advertising and promotional material related thereto. All goodwill in the Trademarks that arises out of Aladdin's sale of the Inventory shall enure to the benefit of Crown Crafts.

**SECTION 3.0 Crown Crafts Warranty and Indemnity**. Crown Crafts warrants that it is the owner of the Trademarks and has full power to make this Agreement and to grant the license as provided herein. Crown Crafts agrees to indemnify, defend and hold harmless Aladdin, its affiliates and their respective directors, employees, shareholders, agents, successors and assigns from and against any and all actions, causes of actions, claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) brought by any third party

for actual or alleged infringement of any trademark, copyright or other intellectual property right based upon Aladdin's authorized use of the Trademarks as provided herein.

**SECTION 4.0 Termination.** Crown Crafts may terminate this Agreement upon written notice to Aladdin for any material breach of this Agreement by Aladdin, unless within a period of thirty (30) days after such notice, Aladdin remedies the breach. Upon expiration or termination of this Agreement all rights of Aladdin under this Agreement will cease.

**SECTION 5.0 Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to principles of conflicts of laws.

(b) Nothing in this Agreement shall be construed to establish Aladdin or Crown Crafts as a partner, joint venturer, agent or other representative of the other. Each is an independent company retaining complete control over and complete responsibility for its own operations and employees. Nothing in this Agreement shall be construed to grant either party any right or authority to assume or create any obligation on behalf or in the name of the other; to accept summons or legal process for the other; or to bind the other in any manner whatsoever.

(c) Any notice or other communication required or permitted hereunder shall be in writing and shall be given pursuant to the notice provisions of the Asset Purchase Agreement.

(d) In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

(e) Any term or provision of this Agreement may be waived at any time by the party that is entitled to the benefits thereof, and any term or provision of this Agreement may be amended or supplemented at any time by the mutual consent of the parties hereto, except that any waiver of any term or condition, or any amendment or supplementation, of this Agreement must be in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

(f) This Agreement constitutes the entire agreement concerning the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them with respect to the subject matter hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Trademark License Agreement to be executed by their duly authorized officers as of the Effective Date.

**ALADDIN MANUFACTURING CORPORATION**

By: David L. Heller  
Chairman and  
Title: Chief Executive Officer

**CROWN CRAFTS, INC.**

By: [Signature]  
Title: Exec. V.P.

## ASSIGNMENT OF REGISTERED TRADEMARKS

**THIS ASSIGNMENT OF REGISTERED TRADEMARKS** ("Assignment") made as of the 14<sup>th</sup> day of November, 2000 between **CROWN CRAFTS, INC.**, a Georgia corporation ("Assignor"), and **ALADDIN MANUFACTURING CORPORATION**, a Delaware corporation ("Assignee"), having an office located at 160 South Industrial Boulevard, Calhoun, Georgia 30701.

**WHEREAS**, Assignor has adopted, used and is using the marks listed on Exhibit A, some of which were registered in the United States Patent & Trademark Office on the dates indicated on Exhibit A; and

**WHEREAS**, it is the intention of the parties to transfer, convey and assign to Assignee all of Assignor's right, title and interest in, to and under said marks.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor

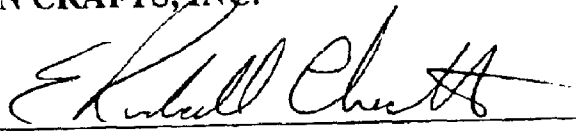
**DOES HEREBY ASSIGN, TRANSFER AND CONVEY** to Assignee all right, title and interest in, to and under said marks, together with the goodwill of the business symbolized by such marks, and the above-identified registration of said marks, together with all causes of action, past or future, for infringements of any marks and any recoveries resulting from such infringements or other violations of the rights assigned hereunder.

Upon Assignee's request, Assignor shall, from time to time, execute and deliver to Assignee such additional documents or instruments as shall be reasonably necessary or appropriate to further the purpose and intent of this Assignment.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.

**ASSIGNOR:**

**CROWN CRAFTS, INC.**

By: 

E. Randall Chestnut  
Executive Vice President

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

On this 14<sup>th</sup> day of November, 2000, before me a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named E. RANDALL CHESTNUT, to me personally known, who stated that he was the Executive Vice President of CROWN CRAFTS, INC., a Georgia corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument as a free act on behalf of said corporation for the consideration, uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14<sup>th</sup> day of November, 2000.



[SEAL]

*Lisa C Allen*

NOTARY PUBLIC

Notary Public, Cobb County, Georgia  
My Commission Expires Aug. 21, 2004

My commission expires:

August 21, 2004

**EXHIBIT A**

**LIST OF TRADEMARKS**

1. GOODWIN WEAVERS (and Design) – U.S. Registration No. 1,512,746 issued November 15, 1988. Japan Registration No. 4007562 issued June 6, 1997. This is the principal mark used with Goodwin Weavers products.

2. SHEFFIELD & GALLOWAY – U.S. Registration No. 2,241,182 issued April 20, 1999. This mark was used by Goodwin Weavers on “upbrand” products in the gift trade.

3. QUAD ART - U.S. Registration No. 2,044,507 issued March 11, 1997. This mark was used on four-layer throws.

4. WOVEN CLASSICS – Used as an unregistered trademark in the United States. This mark is used with the Woven Classic Throws business.

5. LAUREL CREEK – Used as an unregistered trademark in the United States. Application 75/449,001 abandoned. This mark was used by Goodwin Weavers in the “bed & breakfast” industry.

6. QUAD CLOTH (Stylized) - Used as an unregistered trademark in the United States. Application 74/603,316 abandoned. This mark was also used on four-layer throws.