

01-16-2001



101581484

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

*MSD  
12.18.00*

1. Name of conveying party(ies):

World Carpets, Inc.

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

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

Name: Mohawk Carpet Corporation

Internal Address: Attn: Suzanne Alcocer

Street Address: 160 South Industrial Blvd

City: Calhoun State: Ga Zip: 30703

Individual or estate

Partnership

General Partnership

Limited Partnership

Corporation-State

Other

If assigned to not domiciled in the United States, a domestic representative designation

is attached  Yes  No (Designations must be separate from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,900,236



12-18-2000

Additional numbers attached?  Yes  No

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

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

Name: Mohawk Carpet Corporation

Internal Address: Suzanne Alcocer

Street Address:

160 South Industrial Blvd

City: Calhoun

State: Georgia Zip: 30703

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

500363

(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.

*Suzanne W. Alcocer*  
Name of Person Signing

*Suzanne W. Alcocer*  
Signature

December 18, 2000  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 12<sup>th</sup> day of December 2000, by and between WORLD CARPETS, INC., a Georgia Corporation (hereinafter referred to as "Assignor"), and MOHAWK CARPET CORPORATION, a Delaware Corporation (hereinafter referred to as "Assignee");

### WITNESSETH

WHEREAS, Assignor is the owner of the trademark, the application therefore and the good will represented by the mark CUSTOMWEAVE, Registration No. 1,900,236 (collectively the mark, application and good will are referred to hereinafter as the "Mark"); and

WHEREAS, Assignee and Assignor merged on or about December 31, 1999, with ASSIGNEE as the surviving entity; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Mark, together with the underlying business identified by the Mark, along with the right to recover for damages and profits and other remedies for past infringements of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Mark, and to enable such right, title and interest to be recorded in the United States Patent & Trademark Office and any other appropriate governmental authority or agency of the United State.

This 12<sup>th</sup> day of December 2000.

"ASSIGNOR"  
World Carpets, Inc.

By:   
Name: Salvatore J. Perillo  
Title: General Counsel