

01-25-2001



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

JAN 16 2001

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
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation

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

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01/24/2001 GTDN11 00000100 75585809
01 FC:481 40.00

Expires 06/30/99
OMB 0651-0027

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)

JAN 16 2001

Correspondent Name and Address

Area code and Telephone Number

(314) 345-6461

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document # including any attachments.

43

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)

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.)

If insufficient, please debit Deposit Account Number: # 11-0160

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.





1-11-01

Name of Person Signing

Signature

Date

ALAN S. NEMES

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:) Chapter 11
) Judge Bihary
FLOORING AMERICA, INC., et al.,)
)
Debtors.) Case Nos. 00-68370 through
) 00-68391 and 00-68190
)
) Jointly Administered under
) Case No. 00-68370

**ORDER PURSUANT TO SECTIONS 363 & 365 OF THE BANKRUPTCY
CODE AUTHORIZING A) SALE OF CERTAIN ASSETS FREE AND
CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,
B) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS, C) REJECTION OF CERTAIN EXECUTORY
CONTRACTS, AND D) ALLOWING THE EXECUTION OF NEW
AGREEMENTS BETWEEN THE BUYER AND CERTAIN NONDEBTOR
PARTIES TO TERMINATED EXECUTORY CONTRACTS**

Presently before the Court are (1) "Debtors' Motion for an Order Approving (i) Election and Bidding Procedures for Sale of Certain Assets of Debtors Related to Flooring America, Inc (U.S. and Canada) and GCO Franchise Groups; (ii) Rejection of Non-Participating Franchisees' Franchisee Agreements; (iii) the Sale of Certain Assets of Debtors Related to Flooring America, Inc. (U.S. and Canada) and GCO Franchise Groups," filed by Debtors Flooring America, Inc., 4 Floors, Inc., Advance Floor Decorators, Inc., Bailey & Roberts CarpetMax of Tennessee, Inc., C&S Textiles, Inc., Flooring America Franchising, L.P., CarpetMax of Utah, Inc., CarpetMax Retail Stores, Inc., CarpetsPlus of America, Inc., Colorado Carpet & Rugs, Inc., Everythingdecor, Inc., Floor Source Distributors, Inc., GCO Carpet Outlet, Inc., GCO, Inc., Investor Management, Inc., Karen's Inc., Manasota Carpet, Inc., Maxim Equipment Leasing Company, Inc., Maxim Industries, Inc., Maxim Retail Group, Inc., Maxim Retail Stores, Inc., Tri-R of Orlando, Inc., and Wadsworth & Owens Decorating Center, Inc., Debtors and Debtors-in-possession (the "Debtors"), dated October 17, 2000 (the "Sale Motion") and (2) Debtors' Motion for an Order Authorizing the Assumption and Assignment of CarpetMax Canada Franchise

Agreement (the "Canadian Motion"). The Sale Motion and the Canadian Motion seek entry of a combined order (the "Sale Order") under Sections 105, 363, 365, and 1146(c) of the Bankruptcy Code (11 U.S.C. §§ 101-1330) and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014 authorizing (i) the sale by Debtors of substantially all of the assets relating to the Flooring America Franchise Group, the GCO Franchise Group (the "Franchise Groups"), and the Everythingdecor.com assets (collectively the "Assets") to **Carpet Co-op of America Association ("Buyer")**, (ii) the solicitation by Buyer of the Debtors' franchisees in the Franchise Groups to enter into new agreements between the Buyer and certain of the Franchisees (the "Solicitation"), (iii) the assumption and assignment to Buyer the CarpetMax Canada Agreement (the "Canadian Agreement"), and (iv) the rejection of certain executory contracts, including without limitation certain franchise agreements with the Franchise Groups (the "Rejected Contracts"), all on the terms outlined in the Order Approving Election and Bidding Procedures for Sale of Flooring America (U.S. and Canada) Franchise Groups, Free and Clear of Liens, Claims, Encumbrances and Interest; (ii) for Authority to Reject Non-Participating Franchisees' Franchise Agreements; (iii) Notice of Objection Deadlines for Such Procedures and Sale, and (iv) Scheduling Hearings Thereon, and Approving Form, Manner and Sufficiency of Notice Thereof dated October 17, 2000 (the "Bidding Procedures Order"). The Sale Motion, the Canadian Motion, and the Bidding Procedures Order have been served by Debtors on all parties required by the Court, and the Court scheduled and conducted a hearing on the Sale and Canadian Motion at 2:00 p.m. on November 13, 2000 (collectively the "Sale Approval Hearing").

The Debtors having certified that notice of the Sale Approval Hearing was provided by proper service of the Bidding Procedures Order pursuant to the terms thereof; the Court having found that the service of the Sale Motion, the Canadian Motion and the notice of the Sale Approval Hearing is sufficient under the circumstances for the purposes of Federal Rules of Bankruptcy Procedure 2002(a)(2) and 6004(a) and (c), and that no other or further notice is necessary; the Court having considered the presentations and proffers by counsel and all objections to the Sale Motion and the Canadian Motion:

and the Court being fully advised in the premises and having considered the relief sought in the Sale Motion and Canadian Motion and having found good cause to grant the relief requested thereby:

THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS AND CONCLUSIONS OF LAW:

A. The Court has jurisdiction to hear and determine the Sale Motion and Canadian Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Venue is proper pursuant to 28 U.S.C. § 1409(a).

C. Determination of the relief requested by the Sale Motion and Canadian Motion is a "core" proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). The relief requested by the Sale Motion and Canadian Motion is predicated upon Sections 105, 363, 365, and 1146(c) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014.

D. The Debtors have followed the procedures for giving notice of the Sale Motion, the Canadian Motion, and the Sale Approval Hearing as set forth in the Bidding Procedures Order.

E. Proper, timely, adequate, and sufficient notice of the Sale Motion, the Canadian Motion and the Sale Approval Hearing has been provided in accordance with Section 102(1) of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014, due process of law, and the Bidding Procedures Order, and no further notice of the Sale Motion, and the Canadian Motion, the Sale Approval Hearing, or the entry of this Sale Order is required.

F. A reasonable opportunity to object or to be heard regarding the relief requested by the Sale Motion and the Canadian Motion has been afforded to all interested persons and entities, including (i) all persons or entities who claim any liens, claims, encumbrances, or interests against the Assets or the Debtors, (ii) all parties to the Canadian Agreement, (iii) all parties to the Rejected Contracts, (iv) the creditors of the Debtors, (v) the Official Committee of Unsecured Creditors, (vi) the Official Franchisee Committee, (vii) the Office of the United States Trustee, (viii) counsel for the Indenture Trustee and the holders of the Senior Subordinated Notes, and (ix) all other persons or entities

filing a written request for notices in this case. Further, a reasonable opportunity has been afforded any interested person or entity to make a higher and better offer to purchase the Assets upon the terms and conditions and within the time period set forth in the Bidding Procedures Order.

G. It is uncontroverted that (i) subject to entry of this Order, the Debtors have full corporate power and authority to consummate the transactions hereunder; (ii) subject to entry of this Order, the Debtors have been duly and validly authorized by all necessary corporate action to agree to the terms contained herein and to file the Sale Motion and the Canadian Motion; and (iii) no consents or approvals, other than the approval of this Court, are required for the Debtors to consummate such transactions.

H. Sale of the Assets as provided in this Sale Order, including without limitation the assumption and assignment of the Canadian Agreement, the rejection of the Rejected Contracts, and providing for the Solicitation, reflects the exercise of the Debtors' sound business judgment.

I. Approval of the relief requested by the Sale Motion, the Canadian Motion and consummation of the sale of the Assets at this time are in the best interests of the Debtors, their creditors, other parties in interest, and of the estates. The Court finds that the Debtors have articulated good and sufficient business justification for the sale of the Assets, for the assumption and assignment of the Canadian Agreement, and the rejection of the Rejected Contracts, pursuant to Section 363(b) of the Bankruptcy Code, including arms length negotiation, "best price" after out of court marketing efforts, unavailability of continued debtor in possession financing, the inability to continue serving franchisees' needs, and the need for cooperation of franchisees.

J. The terms and conditions of Buyer's offer are fair and reasonable. The offer by Buyer represents the highest and best offer for the Assets, and the purchase price for the Assets (the "Purchase Price") is (i) fair and reasonable, (ii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iii) constitutes reasonably equivalent and fair market value under the Bankruptcy Code and applicable nonbankruptcy law.

K. The Buyer has provided adequate assurance, pursuant to Section 365 of the Bankruptcy Code, of Buyer's future performance under the Canadian Agreement including demonstrating experience in related types of enterprises as well as financial and business capacity.

L. The assumption and assignment of the Canadian Agreement, the rejection of the Rejected Contracts, and procedures for the Solicitation, are in the best interest of the Debtors, their creditors, other parties in interest, and of the estates and are in accordance with the provisions of Section 365 of the Bankruptcy Code.

M. The terms of the sale by Debtors to Buyer were negotiated, proposed, and entered into by the parties without collusion, in good faith, and from "arm's-length" bargaining positions. The Buyer is a good faith buyer as defined pursuant to Section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the sale of the Assets and the assumption and assignment of the Canadian Agreement to be avoided under Section 363(n) of the Bankruptcy Code. The Term Sheet attached to the Sale Motion (the "Term Sheet") originally contemplated the parties' entering into an asset acquisition agreement that would replace the Term Sheet, and pursuant to which the sale would occur. As a result of the time constraints involved in this transaction, the parties agreed to allow the sale to occur subject to the terms and conditions set forth in this Sale Order.

N. This is a final order and enforceable upon entry. To the extent necessary under Federal Rules of Bankruptcy Procedure 5003, 9006, 9014, 9021, and 9022, and due to the high likelihood of a very rapid decline in the value of the Assets, there is no just reason for delay in the implementation of this Sale Order, and therefore the ten-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(g) shall not apply to the transactions contemplated by this Sale Order and the Buyer will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in immediately closing the transactions contemplated by the terms of this Sale Order following entry of this Sale Order, including without limitation the assumption and assignment to Buyer of the Canadian Agreement, rejection by

Debtors of the Rejected Contracts, and the entering into new agreements between the Buyer and certain of the franchisees in the Franchise Groups pursuant to the permitted solicitation by Buyer of the franchisees in the Franchise Groups.

O. The transfer of the Assets and the assumption and assignment of the Canadian Agreement pursuant to the terms of this Sale Order (i) are or will be legal, valid, and effective transfers of property of the Debtors' estates to the Buyer, and (ii) vest or will vest the Buyer with all right, title, and interest in and to the Assets free and clear of all liens, claims, interests, licenses, sublicenses, assignments, and encumbrances under Section 363(f) of the Bankruptcy Code except as provided herein. Those nondebtor parties with liens, claims, interests, licenses, sublicenses, assignments, or encumbrances as to the Assets who did not object, or who withdrew their objections, or whose objections have been overruled on the merits, to the Sale Motion or to the Term Sheet are adequately protected by either distributing the sales proceeds to such parties or having their liens, claims, interests, licenses, sublicenses, assignments, or encumbrances attach to the cash proceeds from the sale of the Assets as provided in this Order, against or in which they assert such lien, claim, encumbrance, license, sublicense, assignment, or interest to the extent valid, enforceable, and ultimately attributable to the Assets.

P. Except for those obligations expressly assumed by the Buyer pursuant to the terms of this Sale Order, the transfers of the Assets, the assumption and assignment of the Canadian Agreement, the rejection of the Rejected Contracts, and the Solicitation of the Franchise Groups, do not and will not subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities, or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of, against or by the Debtors, any affiliate of Debtors, or any other person by reason of such transfers, rejections, assignments and/or solicitations under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia applicable to such transactions, and also including without limitation any environmental, warranty, and product liability claims.

Q. The sale of the Assets to the Buyer is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans of liquidation; therefore, the transactions contemplated by this Sale Order, the Sale Motion, and the Term Sheet are a sale in contemplation of a plan and, accordingly, a transfer pursuant to Section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

R. Franchisees have been afforded adequate notice and due process in connection with affording them reasonable information and a reasonable opportunity to make an election to be a Participating Franchisee by means of notices served upon them by Debtor, by being furnished with copies of operative documents (including without limitation, the Sale Motion, relevant co-operative and franchise agreements, addenda thereto, term sheets, a Uniform Franchise Offering Circular in the case of GCO franchisees and the opportunity to be present at presentations), by having an opportunity to rescind their elections and to consult with their own counsel.

S. The sale is affirmatively supported by the Official Franchisees' Committee and Foothill Capital Corporation.

A/R
T. Notwithstanding any other provision herein, any accounts receivable assigned to Buyer are assigned subject to rights, claims and defenses of account debtors, including set-off and recoupment but without any right of the account debtor to receive any monies from Buyer.

U. A Response of CarpetMax Canada, Inc. to Debtor's Motion for an Order authorizing the Assumption and Assignment of CarpetMax Canada Franchise Agreement was filed November 9, 2000 together with attachments thereto (collectively "CarpetMax Canada Response") and the parties have agreed to a resolution of issues raised therein as set forth in this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Bidding Procedures Order is hereby ratified and reaffirmed in all respects.

2. The Sale Motion and the Canadian Motion be, and they hereby are, granted, to the extent set forth herein.

3. All objections, if any, to the Sale Motion, the Canadian Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of right therein, are overruled on the merits.

4. The terms and conditions of this Sale Order, and the transactions contemplated hereby, are hereby approved in all respects.

5. The sale of the Assets pursuant to the terms of this Sale Order, is hereby authorized and directed under Section 363(b) of the Bankruptcy Code.

6. Pursuant to Sections 363(b) and 365 of the Bankruptcy Code, the Debtors are hereby authorized, directed, and empowered to fully assume, perform under, consummate, and implement the relief granted by the terms of this Sale Order, together with executing and delivering all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Assets as may be necessary or appropriate to the performance of the obligations contemplated by this Order.

7. Closing on the transactions contemplated by this Sale Order shall occur on or about November 15, 2000, unless modified by the parties, but shall be effective as of November 14, 2000 so long as said sale closes (the date the transaction closes is the "Closing Date"). The purchase price has been established as Eight Million Seven Hundred Thousand Dollars (\$8,700,000) calculated according to Schedule 2 of the Term Sheet and is based on the certification to the Court by Carpet Co-op of America Association (hereinafter "CCAA") as set forth in Exhibit 1 that based upon the list of purchases/sales received from Debtors (i) the 192 Flooring America franchisees that have elected to join FA Cooperative, Inc. as of Friday, November 10, 2000 have an aggregate "1999 purchase volume" of

approximately \$148,246,000, and (ii) the 52 GCO franchisees that have elected to join the Stone Mountain Carpet Mill Outlet, Inc. as a franchisee by noon on Saturday, November 11, 2000 have an aggregate "1999 sales volume" of approximately \$81,725,000 (collectively (i) and (ii) along with any other franchisee that elects to participate are referred to the "Participating Franchisees.") (FA Cooperative, Inc. and Stone Mountain Carpet Mill Outlet, Inc. are individually and collectively referred to as "CCAA System".) For purposes of applying Schedule 2 to the Term Sheet, the "1999 purchase volume" against which the threshold shall be applied for Flooring America Franchisees shall be \$217,582,000. For purposes of applying Schedule 2 to the Term Sheet, the "1999 sales" volume against which the threshold shall be applied for GCO Franchisees shall be \$104,544,178. The purchase price is to be reduced by \$149,975.00 being the adjustment referred to in the Term Sheet based upon an actual inventory taken at the Debtors' warehouses. The purchase price will also be subject to a post-closing adjustment as set forth in the Term Sheet for each Flooring America franchisee which becomes a member of FA Cooperative, Inc., and each GCO franchisee which becomes a franchisee of Stone Mountain Carpet Mill Outlet, Inc. between the Closing Date and the day six months after the Closing Date. Such adjustment shall be made as set forth in the Term Sheet and based on "1999 purchase volume" and "1999 sales volume" as set forth above. Although Buyer is obligated to pay for each existing Flooring America or GCO franchisee that elects to join a CCAA System, Buyer is under no obligation to accept any franchisee that Buyer chooses not to accept; however, any such electing franchisee that is not accepted by Buyer is a Participating Franchisee for purposes of treatment of their claims by Debtor and Buyer and any electing franchisee that is accepted by Buyer is a Participating Franchisee for all purposes. ~~Debtor shall assign and transfer to Buyer all rights, title and interest in and to the claims of the Debtors against vendors for the portion of rebates that the Debtors would have been obligated to pay to Participating Franchisees,~~ subject to any claims, defenses, and counterclaims of any vendor. The Debtors will retain their claims to the remaining portion of the rebates. The assets to be transferred to Buyer shall be the Assets as described on Exhibit 2 which is attached to this Sale Order

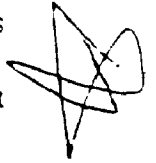
and expressly made a part of this Sale Order, and shall include the accounts receivable of Debtors and notes listed on Exhibit 2 from those Participating Franchisees who have joined a CCAA System on or before 30 days from the Closing Date and which arose from operations of the Franchise Groups and any and all proceeds collected or "set off" with respect thereto.

8. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, except as provided herein, the Assets shall be transferred to the Buyer free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind whatsoever, including without limitation any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of the United States, any state, municipality, or other governmental unit, and also including without limitation any environmental, warranty, and product liability claims, with all such liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever to attach to the proceeds of the transactions contemplated by this Sale Order in the order of their priority, with the same validity, force, and effect which they now have against the Assets, subject to any claims or defenses the Debtors may possess with respect thereto.

9. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, licensees, lenders, trade and other creditors, and other present and future claimants holding liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever against or in the Debtors or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Assets to the Buyer, including without limitation any environmental, warranty, and product liability claims, are hereby forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, its property, or the Assets, such persons' or entities' liens, claims.

encumbrances, licenses, sublicenses, assignments, or interests, except for liabilities expressly assigned hereunder or under the operative documents between Buyer, the Debtor and Participating Franchisees.

10. Except as provided herein, the transfer of the Assets to the Buyer, on the terms contained in this Sale Order, constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Assets free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, and interests of any kind or nature whatsoever, including without limitation any environmental, warranty, and product liability claims.



11. The transfer of the Assets, on the terms contained in this Sale Order, is a transfer pursuant to Section 1146(c) of the Bankruptcy Code in that the transactions contemplated by this Sale Order are determined to be under or in contemplation of a plan to be confirmed under Section 1129 of the Bankruptcy Code, and accordingly shall not be taxed under any federal, state, local, municipal or other law imposing or claiming to impose a stamp tax or a sale, transfer, or any other similar tax on any of the Debtors' transfers or sales of real estate, personal property, or other assets (including the Assets) owned by them.

12. Pursuant to Sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the transactions contemplated by this Order, (i) the Debtors' rejection of the Rejected Contracts, (ii) the Debtors' assumption and assignment to the Buyer of the Canadian Agreement, and (iii) the Solicitation of the Franchise Groups by Buyer, are hereby approved, and the requirements of Section 365(b)(1) of the Bankruptcy Code with respect thereto have been satisfied. The franchise agreements with all franchisees that are not Participating Franchisees are hereby rejected except that the deadline for Carpet Center of Cleveland, Inc. ("CCC") to elect to become a Participating Franchisee is extended to November 22, 2000. The CCC franchise agreement will be rejected effective as of November 23, 2000, without further order of this Court, in the event that CCC does not elect to be a Participating Franchisee on or before November 22, 2000. If CCC does not elect to become a Participating Franchisee the respective rights of CCC and the Debtors are reserved as to each other.

including but not limited to, any claims of CCC for rebates which shall be resolved during the normal claims reconciliation procedure. In the event that CCC does elect to become a Participating Franchisee, the CCC franchise agreement shall be terminated as of the date of said election. Debtors shall have until December 31, 2000 to notify all franchisees whose contracts have been rejected and advising them of their right to file a claim for damages subject to any applicable claims bar date.

13. The Debtors are hereby authorized and directed in accordance with Sections 105(a) and 365 of the Bankruptcy Code to (i) assume and assign to the Buyer the Canadian Agreement, effective upon the closing of the transactions contemplated by this Sale Order, except as provided herein, free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, and interests of any kind or nature whatsoever; (ii) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Canadian Agreement to the Buyer, and (iii) execute and deliver to Buyer such documents or other instruments as may be necessary for implementing and completing the transaction contemplated by this Sale Order.

14. Except for liabilities expressly assigned hereunder or under the operative documents between Buyer, the Debtor and Participating Franchisees, the Canadian Agreement shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with its respective terms, notwithstanding any provision in the Canadian Agreement (including those of the type described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, to the extent set forth in Section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Canadian Agreement after such assumption and assignment to the Buyer upon the Closing Date, except as provided herein.

15. Debtor shall, at the time of assumption and assignment, pay up to \$68,000 US in full and complete satisfaction to cure the defaults set forth in the CarpetMax Canada Response. With respect to the terms and conditions of the Canadian Agreement (which Buyer believes is comprised of the January 19, 1994 Agreement as amended on September 26, 2000 and which CarpetMax Canada, Inc.

believes is set forth in the CarpetMax Canada Response) shall be agreed to by and between Buyer and CarpetMax Canada, Inc. provided that if they cannot agree, Buyer and CarpetMax Canada, Inc. will arbitrate the terms as set forth in the Agreement dated January 19, 1994 by and between Maxim Group, Inc. and CarpetMax, Canada, Inc. Neither CarpetMax Canada, Inc. nor any sub-licensee of CarpetMax Canada, Inc. is a Participating Franchisee. Nothing contained in this Sale Order shall in any way affect the ability of CarpetMax Canada, Inc. to assert its position regarding the terms of the Canadian Agreement as set forth in the Canadian Agreement.

16. Except for the right of those franchisees of Debtor that elect to join a CCAA System to be paid the rebates due such franchisee from December 1, 1999, to the Closing Date, upon Closing, each nondebtor party to the Canadian Agreement, and each franchisee of the Franchise Groups, hereby is forever barred, estopped, and permanently enjoined from asserting against the Buyer, its property, or the Assets, any default relating to such Canadian Agreement, except as provided herein, or franchise agreements existing as of the date of the Sale Approval Hearing, or asserting against the Buyer, or the Buyer's property, or the Assets, any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtors. Nevertheless, each franchisee has the right to assert as an offset against the accounts receivables and notes of such franchisee purchased by Buyer, and to assert as an offset any and all claims which such franchisee has against the Debtors except that in no event shall the Buyer be obligated to pay any amounts to a franchisee arising from the franchisee's claims against Debtor. Rather, each franchisee shall reserve the right to assert such claim against the Debtors including, but not limited to, any positive credit balances and the \$8,000 per GCO license credit which the Debtors have agreed represents the settlement of amounts owed to each GCO franchisee as the result of alleged breaches and/or the rejection of contracts between the Debtors and a Participating GCO Franchisee relating to Color Tile. Any claims asserted by the franchisees that elect to join a CCAA System which are asserted against the Debtors shall be subject to any claims, defenses, setoffs, recoupment or counterclaims which the Debtors may have against such franchisees. If the amount of the retained claims exceeds the amount

owed by the Participating Franchisee, the Participating Franchisee shall be entitled to assert a general unsecured claim in the bankruptcy cases. The Debtors shall retain any and all rights to object to allowance of such claim. No settlement between the Participating Franchisee and Buyer shall be binding on the Debtors, which shall be entitled to contend that, notwithstanding any settlement as between Buyer and the Participating Franchisee, the valid amount due and owing by the Participating Franchisee exceeds the valid amount of any claims of a Participating Franchisee against the Debtors. Debtors shall not assert any claims against a Participating Franchisee that arises from such Participating Franchisee having been a franchisee except as a defense against a claim asserted against Debtor by such Participating Franchisee. Except as provided in the preceding paragraph, all rights and claims of Franchisees against the Debtors' Estates under the Sale Motion (including Exhibit A and Schedules 5(a) and 5(b) thereto) are expressly reserved to franchisees.

17. Except as otherwise expressly provided for in this Order, on or before the Closing Date, each of the Debtors' creditors is authorized, and upon Debtors request, will execute such documents and take all other actions as may be necessary to release its liens, claims, encumbrances, licenses, sublicenses, assignments, or interests in the Assets, if any, as such liens, claims, encumbrances, licenses, sublicenses, assignments, and interests may have been recorded or may otherwise exist.

18. This Sale Order (i) is a determination that, on the Closing Date, all liens, claims, encumbrances, or interests of any kind or nature to use the intellectual property or other property purchased by Buyer, whatsoever existing with respect to the Assets prior to the Closing have been unconditionally released, discharged, and terminated, as provided herein, and that the conveyances described therein have been effected; and (ii) shall be binding upon and shall govern the acts of all persons or entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept.

file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets. All trademarks of Debtors that are being sold including the marks listed on Exhibit 2, and all registrations and applications pending with respect thereto (the "Marks"), are hereby transferred and assigned to Buyer free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, or interests including the right to sue for past infringement and including goodwill of the business associated with the Marks. Non-participating franchisees whose contracts are rejected shall have the greater of thirty (30) days or the notice period imposed upon them by a legal obligation such as a reciprocal easement agreement to remove all signage and cease use of any intellectual property or other property sold by Debtors to Buyer.

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19. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Sale Order.

20. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing liens, claims, licenses, sublicenses, assignments, or interests with respect to the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, encumbrances, licenses, sublicenses, assignments, and interests which the person or entity has with respect to the Assets or otherwise, then (i) upon request by the Buyer, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets; and (ii) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and interests in the Assets of any kind or nature whatsoever.

21. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed, promptly upon demand, to surrender possession of the Assets to the Buyer. At Buyer's option, Debtors shall cooperate in Buyer's effort to assume the lease of the warehouse space currently leased by Debtors at 3367 Carpet Capital Drive, Dalton, Georgia. If Buyer assumes said lease, the Buyer shall pay all costs to cure any defaults under said lease other than the payment of post-petition rent through the Closing Date.

22. Except for the Canadian Agreement as provided herein and the Rebates which Buyer has agreed to pay to Participating Franchisees for rebates due from the period of December 1, 1999, to November 13, 2000, which rebates shall be subject to reconciliation (ante and post, the "Rebates"), the Buyer shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Assets or the Franchise Groups. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, the Buyer shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, whether known or unknown, as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, including without limitation any claims of or against the Debtors, any affiliates of the Debtors, and the Assets for any and all environmental, warranty, and product liability claims by any person or entity whatsoever, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the businesses prior to the Closing Date. The Buyer shall have no liability for any claim by any person or entity against the Debtors, any affiliates of Debtors, or the Assets which is pending in a court of competent jurisdiction anywhere in the United States or elsewhere as of the Closing Date; rather, any liability as may be established for such claims shall attach only to the proceeds of the purchase price according to such claim's validity and priority under applicable law.

23. Except as provided herein, under no circumstances shall the Buyer be deemed a successor of or to the Debtors for any lien, claim, encumbrance, license, sublicense, assignment, or interest against or in the Debtors or the Assets of any kind or nature whatsoever. Except for the Canadian Agreement as provided herein and the Rebates, the sale, transfer, assignment, and delivery of the Assets shall not be subject to any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests, and any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. Except as provided herein, all persons or entities holding any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests against or in the Debtors or the Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever against the Buyer, its property, its successors and assigns, or the Assets with respect to any lien, claim, encumbrance, license, sublicense, assignment, or interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Assets. Following the Closing Date, no holder of a lien, claim, encumbrance, license, sublicense, assignment, or interest against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such lien, claim, encumbrance, license, sublicense, assignment, or interest, or any actions that the Debtors may take in their chapter 11 cases:

24. This Court retains jurisdiction to construe, enforce and implement the terms and provisions of this Sale Order, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Assets to the Buyer, (ii) resolve any disputes arising under or related to the terms of this Sale Order, (iii) interpret, implement, and enforce the provisions of this Sale Order, and

(iv) protect the Buyer against any liens, claims, encumbrances, and interests against the Debtors or the Assets, of any kind or nature whatsoever.

25. Nothing contained in any plan of liquidation confirmed in this case or any order of this Court confirming such plan shall conflict with or derogate from the provisions of this Sale Order, as they affect the Buyer or the Participating Franchisees.

26. The transfer of the Assets pursuant to the transactions contemplated by this Sale Order shall not subject the Buyer to any liability with respect to the operation of the Debtors' businesses prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor or transferee liability.

27. The transactions contemplated by this Sale Order, are undertaken by the Buyer in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the transactions contemplated by this Sale Order, shall not affect the validity of such transactions as to the Buyer, unless such authorization is duly stayed pending such appeal. The Buyer is a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

28. The terms and provisions of this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, as well as the Buyer, and their respective affiliates, successors, and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons or entities asserting any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests against or in the Assets to be sold to the Buyer pursuant to this Sale Order, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

29. The Term Sheet originally contemplated that the parties would enter into an Asset Acquisition Agreement that would replace the Term Sheet and pursuant to which the sale would occur. However, as a result of the time constraints involved in this transaction, the parties agreed to allow the sale to occur subject to the terms and conditions set forth in this Sale Order. The Court finds that the parties have satisfied the intent of the Term Sheet and no further rights or remedies shall arise out of the Term Sheet, except as otherwise set forth herein. The following documents are approved as to form and substance as superceding and fully implementing the Sale Motion as to the Participating Franchisees:

- a. Election Form (Flooring America Franchisees).
- b. FA Cooperative, Inc. Co-op Member Agreement.
- c. Addendum to FA Cooperative, Inc. Co-op Member Agreement.
- d. By Laws of FA Cooperative, Inc.
- e. Carpet Co-op of America Letter to Flooring America Franchisees (11/01/00).
- f. Signature Page (Election Form For GCO Franchisee).
- g. Second Addendum to Stone Mountain Carpet Mill Outlet, Inc. Franchise Agreement (effective as of 11/11/2000).
- h. Letter from Carpet Co-op to prospective GCO Franchisees (undated; undertaken to amend By-Laws).
- i. Addendum to Co-op Member Agreement (Stone Mountain Cooperative, Inc.).

30. This Sale Order is a final order and enforceable upon entry. To the extent necessary under Rules 5003, 9006, 9014, 9021, and 9022 of the Federal Rules of Bankruptcy Procedure, and due to the high likelihood of a very rapid decline in the value of the Assets, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs

entry of judgment as set forth herein, and the ten-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(g) is hereby modified and shall not apply to the transactions contemplated by this Sale Order. Time is of the essence in closing the transactions contemplated by this Sale Order, and the Debtors and the Buyer intend to close such transactions as soon as possible, therefore the Debtors are authorized immediately to consummate the sale of the Assets to Buyer without delay, and the Buyer constitutes a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code, in immediately closing the transactions contemplated by this Sale Order. Therefore, any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

31. Following the Closing Date, Buyer shall make available to the Debtors, at the Debtors' expense, business records acquired by Buyer in the sale and transfer to Buyer of the Assets to the extent reasonably requested by the Debtors to complete their tax returns and satisfy other statutory and regulatory requirements imposed on Debtors prior to the Closing Date. In addition, the Debtors shall comply with the terms of the Transition Procedure and which is memorialized in summary in Exhibit 3 which is attached hereto and expressly made a part of this Sale Order. Debtors agree that anyone who currently works for Debtors may, after closing, commence work with Buyer.

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32. Because some GCO franchisees may attempt to assert alleged rescission rights, Debtors will hold in escrow \$300,000 of the purchase price paid as of the Closing Date for twenty (20) days from the Closing Date, to be refunded as an adjustment against any reduction in said purchase price in the event any GCO franchisees timely and validly rescind their agreement. Any GCO franchisee that timely and validly rescinds its agreement shall not be considered a Participating Franchisee

33. Ninety (90) days after closing, Debtors shall refrain from using the Flooring America or GCO and Georgia Carpet Outlet names (except whenever necessary in respect to legal proceedings and the administration of Debtors' Estates).

34. Buyer shall pay the purchase price directly to Foothill Capital Corporation, toward satisfaction of its lien on the Assets and in consideration of Foothill Capital Corporation's release of its lien on the Assets except that: \$40,629.04 shall be paid to Debtors to be held in escrow pursuant to paragraph 37; \$68,000 shall be paid to Debtors to be held pursuant to paragraph 15; \$300,000 shall be held in escrow pursuant to paragraph 32; any such monies that are not expended satisfying the claims for which such money was reserved and held in escrow shall, upon determination that holders of such claims are not entitled to any of the monies reserved or escrowed, be paid to Foothill Capital Corporation

35. Armstrong World Industries, Inc. ("Armstrong") and Triangle Pacific Corp. ("Triangle") are vendors with which Flooring America, Inc. ("FAI") has executory contracts (the "Executory Contracts") providing for, among other things, payment of rebates to FAI. Armstrong and Triangle filed limited objections to the Sale Motion insofar as it proposed to transfer rebate rights to the purchaser without assuming and assigning to the purchaser the Executory Contracts. To resolve these limited objections, FAI stipulated on the record at the November 2 hearing in this case that it would not transfer to CCAA any rebate or other contractual rights involving Armstrong or Triangle except through assumption and assignment of the Executory Contracts in accordance with Section 365 of the Bankruptcy Code. Armstrong and Triangle have requested that FAI assume and assign the Executory Contracts to CCAA on specified terms. CCAA has agreed to accept assignment of the Executory Contracts subject to Armstrong and Triangle agreeing to modify the Executory Contracts to conform them with the existing contracts Armstrong and Triangle have with CCAA and Armstrong and Triangle have agreed to so modify their Executory Contracts. FAI has agreed to either assume and assign or reject Armstrong's Executory Contract dependent upon verification that Armstrong's rebate and account balance figures are accurate and that Armstrong's proposed credits, recoupments and setoffs satisfy the legal requirement of mutuality. Armstrong and Triangle have provided to FAI written statements showing their rebate and account balance figures and proposed credits, recoupments, and setoffs, including actual rebate figures through September 30, 2000. On or before November 17, 2000, FAI shall

in writing (i) notify Armstrong and CCAA of its decision either to reject or to assume and assign the Executory Contract with Armstrong, and if it decides to assume and assign, whether it has any disagreement with Armstrong's rebate figures (through September 30, 2000) and account balance figures or with Armstrong's satisfying mutuality and, if so, describe each such disagreement and (ii) notify Triangle and CCAA of its decision either to reject or to assume and assign the Executory Contract with Triangle and, if it decides to assume and assign, whether it has any disagreement with Triangle's rebate figures (through September 30, 2000) and account balance figures or with Triangle's satisfying mutuality and, if so, describe each such disagreement. On or before November 17, 2000, Armstrong and Triangle shall provide to FAI written statements showing their actual rebate figures for the month of October, 2000 (the "October Rebates"), and on or before November 30, 2000, FAI shall in writing notify Armstrong, Triangle and CCAA whether it has any disagreement with the October Rebates and, if so, describe each such disagreement. On or before December 15, 2000, Armstrong and Triangle shall provide to FAI written statements showing their actual rebate figures for the partial month of November 1, 2000 through November 13, 2000 (the "November Rebates"), and on or before December 20, 2000, FAI shall in writing notify Armstrong, Triangle and CCAA whether it has any disagreement with the November Rebates and, if so, describe each such disagreement. On or before December 30, 2000, FAI shall file and serve (a) as to Armstrong's Executory Contract, either a stipulation by FAI, Armstrong and CCAA setting forth the agreed terms of assumption and assignment or a motion to assume and assign subject to the Court's deciding any unresolved dispute between FAI and Armstrong concerning the rebate figures, account balance figures and/or mutuality, and (b) as to Triangle's Executory Contract, either a stipulation by FAI, Triangle and CCAA setting forth the agreed terms of assumption and assignment or a motion to reject or to assume and assign subject to the Court's deciding any unresolved dispute between FAI and Armstrong concerning the rebate figures, account balance figures and/or mutuality. FAI shall retain two-thirds of any rebates payable by Armstrong or Triangle to Debtors and the remaining one-third shall be divided between FAI and CCAA as set forth in

Exhibit 2. Any and all notifications to be sent or materials to be provided pursuant to this Paragraph 35, shall be as follows:

For materials or notices to Armstrong/Triangle:

William B. Sullivan
Womble Carlyle Sandridge & Rice
P.O. Drawer 84
Winston-Salem, NC 27102
Fax: 336-733-8365
E-Mail: wsullivan@wcsr.com

For materials or notices to FAJ:

Michael S. Haber
Smith, Gambrell & Russell
Suite 3100, Promenade II
1230 Peachtree Street, N.E.
Atlanta, GA 30309-3592
Fax: 404-685-6834
E-Mail: mhaber@sgrlaw.com

For materials or notices to CCAA:

Mark J. Temkin
Riezman Berger, P.C.
7th Floor Bonhomme Place
7700 Bonhomme Avenue
Clayton, MO 63105
Fax: 314-727-6458
E-Mail: temkin@riezmanberger.com

36. Debtors shall, at Buyer's request, promptly move the Court for an Order assuming and assigning pursuant to 11 USC §365 Debtor's contracts with Cendant, Prism, State Farm and Freddie Mac or any of them, and upon assumption shall assign such contracts for which Buyer has made the request to Debtors. If Buyer makes such a request, Buyer will be responsible for all costs and other aspects of cure, if any, of those contracts it has requested to be assumed prior to an assumption under the Bankruptcy Code.

HAVE
WE
MADE A
REQUEST
YET?

37. The objection of Malkin Carpets, Inc., to the sale is hereby overruled and the Debtor is directed to escrow in a separate account \$40,629.04 (the "Malkin Escrowed Funds") from the

remaining sums in the dealer rebate account with all express trust claims, if any, of Malkin Carpets, Inc., attaching to the Malkin Escrowed Funds pending further determination of the Court. Nothing herein shall impair any rights or claims of Foothill Capital Corporation against the Malkin Escrowed Funds.

38. Nothing contained in this Sale Order shall be deemed to obviate the license between Debtor and CarpetMax Canada, Inc. which is being assumed by Debtor and assigned to Buyer by the terms of this Sale Order.

39. The Court's findings of fact and conclusions of law satisfy the requirement of Fed.R.Civ.P. 52 applicable herein by reason of Bankruptcy Rule 9014.

40. It is hereby made the Order of this Court that, as between Buyer and any Participating Franchisee, there shall be no termination charge or fee imposed on any franchisee who exits the co-operative or franchise organizations because it is ceasing business so long as such franchisee has "closed its business" and does not operate a flooring business, directly or indirectly, for six months after such exit.

41. Notwithstanding any provision in or construction of any document to the contrary, Buyer's obligation to pay cash rebates to Participating Franchisees from December 1, 1999 to October 31, 2000 shall be absolute and unconditional (subject to reconciliation and liquidation of such claim), but free of any offset or counterclaim arising from a claim which Debtors had against the franchisee.

42. The existing franchise agreements of Participating Franchisees are hereby found to have been terminated.

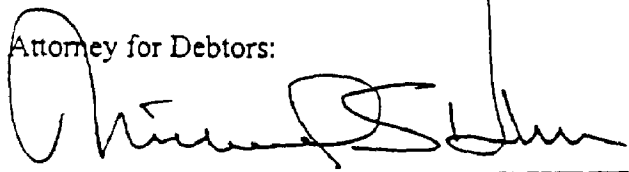
43. Notwithstanding any other provision herein, any accounts receivable assigned to Buyer are assigned subject to rights, claims and defenses of account debtors, including set-off and recoupment but without any right of the account debtor to receive any monies from Buyer.

SO ORDERED, nunc pro tunc as of November 13, 2000 in Atlanta, Georgia

JOYCE BIHARY
UNITED STATES BANKRUPTCY JUDGE

READ, APPROVED AND CONSENTED TO:

Attorney for Debtors:



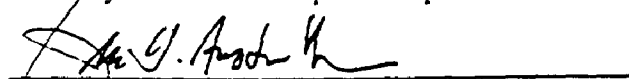
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Smith, Gambrell & Russell, LLP
1230 Peachtree Street, N.E.
Atlanta, GA 30309-3592

Attorney for Official Franchisees Committee:



John Collen, Esq.
Duane Morris & Heckscher, LLP
227 West Monroe Street, Suite 3400
Chicago, IL 60606

Attorney for Foothill Capital Corporation:



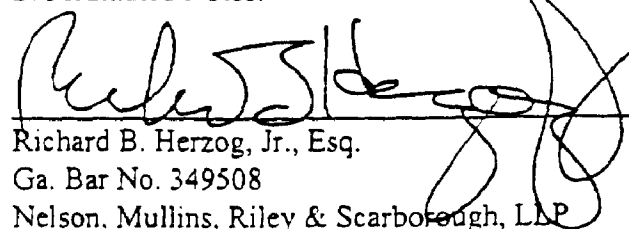
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600 Peachtree Street, Suite 2400
Atlanta, GA 30308

Attorney for Buyer:



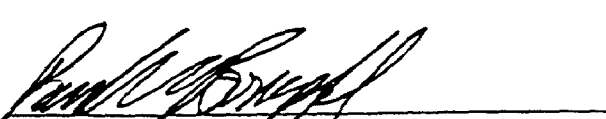
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Indenture Trustee and Holders of the Senior
Subordinated Notes:



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Lamberth, Bonapfel, Cifelli & Stokes, P.A.
3343 Peachtree Road, N.E.
Atlanta, GA 30326

11/11/00, 10:56 AM

Flooring America
Registration Sheet

Men	Company	Contact	City	ST	Zip	Phone	Purchases Members Slaying	Latest A/R Balance Members Slaying	Registered	Docs Given	Docs Returned	Reclnd
121501	Flooring America Of Anchor	Koll Bell	Anchorage	AK	99518	907-522-5775	1,141,579.54	30,148.39	1	1	1	1
137301	Carpet Source	Bill Searls	Juneau	AK	99801	907-780-6333	269,583.45	2.05	1	1	1	1
113601	Flooring America Of Wasilla	Brad Truax	Wasilla	AK	99654	907-357-1000	520,168.68	28,799.33	1	1	1	1
139401	Thompson's Floor Covering	Steve Hardwick	Dothan	AL	36303	334-794-0615	363,858.67	19,644.18	1	1	1	1
105201	Ellis Floor Covering	Max Ellis/Dewey Smith	Enterprise	AL	36330	334-347-2262	63,550.56	6,567.57	1	1	1	1
137001	Flooring America (of Huntsv	Dock Leatherwood	Huntsville	AL	35801	256-519-6992	239,259.83	3,151.37	1	1	1	1
116601	Russell S. Lee Flooring And	Kenneth Lee Friday	Tuscaloosa	AL	35401	205-345-1735	840,379.17		0	1	1	1
140701	Carpet Mart (A R)	Mark Cook	El Dorado	AR	71730	870-862-1829			1	1	1	1
105401	Arnold's Flooring America	Steve Arnold	Little Rock	AR	72227	501-225-3840	1,006,437.10	13,733.46	1	1	1	1
122501	Carpet Shop	Gene Cozby	Springdale	AR	72764	501-751-4466	451,611.97	28,692.45	1	1	1	1
134501	Carpet's Of Dalton Mill Outle	Mike Cunningham	Flagstaff	AZ	86004	520-526-9100	575,917.85	11,811.02	1	1	1	1
127601	B & I Carpet	Dan Hussey	Prescott	AZ	86301	520-445-4650	777,395.46	11,610.39	1	1	1	1
102201	Apollo Carpets	Gus Folinos	Tucson	AZ	85712	520-296-5411			1	1	1	1
132001	Banner Carpets & Drapes	Richard Borsuk	Anaheim	CA	92804	714-527-0300	1,895,435.48	288,757.00	1	1	1	1
140101	Casa Moore Carpetmax	Vyn Goodman	Bakersfield	CA	93313	661-831-5775	520,656.35	13,356.13	1	1	1	1
106701	A & M Carpetmax	Lee Horwitz	Fresno	CA	93710	559-448-1000	3,460,194.77	15,378.62	1	1	1	1
122901	Collage Floors	Shirley Togliatti & Leon	Gilroy	CA	95020	408-842-0215	686,676.49	3,195.46	1	1	1	1
110201	Tompkins Floor Coverings	Jim Manscacio	Irvine	CA	92714	949-651-0605			1	1	1	1
114801	Western Floor Brokers	Kimberly Belleci	Monterey	CA	93940	831-646-0976	400,154.22	731.60	1	1	1	1
106801	Linoleum And Carpet City (Ian Newton	Oxnard	CA	93030	805-486-8887	1,377,561.51	114,263.63	1	1	1	1
106901	Carpet U S A (M S Carpet)	Mark Boyles	Rancho Cordova	CA	95742	916-631-0766	524,703.69	67,977.53	1	1	1	1
138701	Western Design Floor Cover	Joseph Callero	Santa Cruz	CA	95062	831-479-3557	446,058.84	5,597.80	1	1	1	1
133101	Sonora Carpet Mart	Ralph Dietz	Sonora	CA	95370	209-533-4211			1	1	1	1
107801	Tri - City Carpet #1	Daniel Lavine	Vista	CA	92083	760-724-5595			1	1	1	1
108601	Rustic Floor Covering	Mike Weita	Colorado Springs	CO	80915	719-574-7198	754,624.23		1	1	1	1
136001	Rileway Floor	Alan Shupe	Durango	CO	81301	970-259-5360	372,433.95	24,766.10	1	1	1	1
131501	Carpetmax Of Glenwood Spr	Jody Holmreiser	Glenwood Springs	CO	81601	970-928-7283	374,070.51	22,729.99	1	1	1	1
130701	Carpetmax Loveland	Ken Eheart	Loveland	CO	80537	970-669-0288	1,131,313.28		1	1	1	1
117001	Hobbs Linoleum Tile & Carp	Dick Hobbs	Pueblo	CO	81003	719-542-2212	388,160.50		1	1	1	1
114301	Flooring America	Cary Jerris	Brookfield	CT	6804	203-775-3399	720,178.17	7,773.03	1	1	1	1
106101	Goldsmith Carpetmax	Robert Adams	New Britain	CT	6051	860-223-9207	792,653.46	1,689.75	1	1	1	1
126701	Unger's Floor Covering	Robert Unger	New Haven	CT	6511	203-562-9811	372,705.93	3,281.40	1	1	1	1
124101	Carpet Center	Nora Barton Or Kevin	Stamford	CT	6905	203-322-7651			0	1	1	1
113901	Courtesy Carpet	Lester Cohen	Trumbull	CT	6611	203-261-2597			1	1	1	1
143601	Flooring Gallery	Rufus Ashby	Brandon	FL	33511	813-628-9630	0.00		1	1	1	1
107001	Carpet Barn	John Runion	Jacksonville	FL	32205	904-387-2549	927,113.49		1	1	1	1
113801	Great Southeast Carpetmax	Nelson Green	Melbourne	FL	32935	321-259-6663	1,319,863.15	11,514.90	1	1	1	1
117101	Carpetmax	Bob Polkin	Miami	FL	33156	305-232-2430			1	1	1	1
125101	Floor Shoppe	Alan Stewart	Mount Dora	FL	32757	352-383-0416			1	1	1	1
109401	Nichols Floor Covering	Andy Nichols	Naples	FL	34104	941-643-5213			1	1	1	1
124101	Flooring America	John Penn	Ocala	FL	34474	352-351-3420			0	1	1	1
13601	Jones Carpet And Flng Gallo	Rocky Jones	Pensacola	FL	32503	850-474-4001	2,326,279.43	21,959.16	0	1	1	1

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143201	Randy's Flooring America	Randy Hutchins	Sebring	FL	33870	863-386-1029	92,315.62	991.03	0	1	1	
111201	Brian Barnard's Carpetmax	Brian Barnard	Tallahassee	FL	32308	850-386-8689	1,476,047.54	20,383.68	1	1	1	
122301	Treasure Coast Carpet	Jerry Hardin	Tequesta	FL	33469	561-575-5158			0	1	1	
123601	Florida Floor Fashions Floor	Charles Morrison	Wabasso	FL	32970	561-589-4994	462,863.73		1	1	1	
121001	Custom Interiors (G A)	Daphne & Jerry Mcken	Albany	GA	31707	229-420-8781	555,507.06		1	1	1	
127401	Glover's Carpetmax	James Provence	Allanria	GA	30341	770-936-8774	1,324,033.97	6,568.27	1	1	1	
117301	Carpet Shop	Bill Farr	Augusta	GA	30909	706-736-1491	2,138,809.40	16,362.46	1	1	1	
136301	Burnswick Floors	Robert Blake	Burnswick	GA	31525	912-265-0222	989,923.31	6,877.62	1	1	1	
142301	Southern Rug & Carpet Gall	Frank Winter	Cumming	GA	30041	770-844-2011	310,622.96	6,258.84	1	1	1	
139901	Dallon Georgia Wholesale	Jerry Stanley	Dallon	GA	30720	706-277-2599			0	1	1	
139501	Atlanta Carpet Company	Donny Phillips	Duluth	GA	30096	770-476-8306	1,237,576.86	18,490.01	1	1	1	
133301	Gainesville Paint & Supply C	Mike Roberson	Gainesville	GA	30501	770-532-3147			0	1	1	
130201	Mill Store (the)	Howard Lester	La Grange	GA	30240	706-884-2674	1,570,416.14	33,795.38	1	1	1	
108301	Floormax	Jerry Worlock	Lawrenceville	GA	30045	770-963-1705	376,693.11		1	1	1	
138001	Carpet's Surplus	Darrell Black	Milldegeville	GA	31061	912-452-0111	374,444.32	7,217.41	1	1	1	
131201	Commer's Flooring America	Ray Conner	Perry	GA	31069	912-987-1112	607,210.48	57,386.56	1	1	1	
137101	Rug Shoppe	Joel Martin	Savannah	GA	31404	912-232-8194	523,821.00		0	1	1	
141001	Peach State Carpet	Tommy Johnson	Stockbridge	GA	30281	770-389-8182	715,081.67	23,907.41	1	1	1	
136901	Mirzel Carpetmax Flooring C	Bart Mizell	Valdosta	GA	31602	912-244-2333	226,457.65		1	1	1	
120701	Carpet Isle	Garret Sasaki	Hilo	HI	96720	808-935-0047	667,243.29		0	1	1	
116201	Wayne's Flooring America	Florence Dick	Honolulu	HI	96818	808-735-3005	2,211,519.87	122,524.55	1	1	1	
112501	Rheinschmidts Floor Special	Jim Rheinschmidt	Burlington	IA	52601	319-753-1611	608,367.39	10,732.95	1	1	1	
127801	Prenyer Flooring America	Louis Prenyer	Carroll	IA	51401	712-792-2460	521,517.61	1,152.39	1	1	1	
127101	Simpson Furniture Company	Dave Olson	Cedar Falls	IA	50613	319-266-3535	544,274.82		0	1	1	
109701	Randy's Five Home Carpets	Patty Ward	Coralville	IA	52241	319-354-4344	1,254,422.01	10,228.54	0	1	1	
119601	Floor Show Corporation	Richard Gregory	Dubuque	IA	52002	319-557-9952	696,587.66	31,689.00	1	1	1	
129701	Carpet World Flooring Ameri	Larry & Pat Letting	Fort Dodge	IA	50501	515-576-4176	2,019,553.98		1	1	1	
114501	Dillabaugh Floor Covering	Cal Dillabaugh	Boise	ID	83713	208-322-2554	1,174,256.13	3,231.21	1	1	1	
129301	Carpetville Flooring America	Gary Tinner	Aurora	IL	60506	630-897-1168			1	1	1	
143406	Flooring America	Mark Weaver	Bloomington	IL	61701	309-663-0866	1,457,070.18	838.15	1	1	1	
108801	Peerless Flooring America	Phil Liss	Chicago	IL	60657	773-525-9034	152,084.31	27,508.36	1	1	1	
132301	Flooring Interiors	Bob Habermehl	Columbia	IL	62236	618-281-7681	800,380.29	22,232.64	1	1	1	
137801	Oak Carpetmax	Michael Palm Sr.	Countryside	IL	60245	708-352-8300	372,414.59	42,596.70	1	1	1	
136201	Kloss Furniture Interiors	Randy Luitjohan	Highland	IL	62249	618-654-7847	227,001.14		1	1	1	
140501	One Stop Interiors	Larry Lytle	Mount Vernon	IL	62864	618-242-5712	1,021,739.27	3,045.50	1	1	1	
114601	Durcan Carpet Company	Carlos & Tammy Noda	Mt. Prospect	IL	60056	847-364-9150	366,354.18	37,047.54	1	1	1	
104201	Flick Wannans Flooring Am	Flick Wannan	Rockford	IL	61114	815-282-5454	1,226,923.07	17,784.27	1	1	1	
140601	Lornier's Carpetmax	Mark Prosson	Rockford	IL	61114	815-282-5454	848,547.89	8,407.69	1	1	1	
137501	Collins & Sons Floor Coveri	Terry Collins	Swansea	IL	62226	618-234-2915	591,217.34	15,294.38	1	1	1	
107301	M & L Flooring America	Mike Levin	Wauconda	IL	60084	847-526-2199	311,789.44		1	1	1	
134001	Flooring America Of Alexan	Ron Brooks & Chris Co	Alexandria	IN	46001	765-724-9606			1	1	1	
143001	Carpet Outlet Plus	Bath Ferguson	Angola	IN	46703	219-665-7589	574,076.65	14,970.85	1	1	1	
125201	S & R	Rob Wannmacher/Mike	Fort Wayne	IN	46808	219-494-9042			1	1	1	

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143501	Flooring America	Randy Arnold	Indianapolis	IN	46227	317-882-0777						
136801	Miller's Carpetmax	Mark Miller	Logansport	IN	46947	219-722-4155	687,946.95	25,364.99	1	1	1	
141601	Flooring America	Bill Covey	Schererville	IN	46375	219-864-8453	261,915.13	42,330.76	1	1	1	
141501	Flooring America	Andy Hall, Sr./ Sue Hall	Sullivan	IN	47882	812-268-5906	181,705.49	29,105.08	0	1	1	
141801	Inton Carpet Center	Lewis Hall	Switz City	IN	47465	812-659-2277	273,121.42	14,406.64	1	1	1	
125301	Local Floors Flooring Ameri	Patrick Bonifas	Valparaiso	IN	46385	219-477-4977	305,222.13	29,385.83	1	1	1	
103501	Gardner's Carpetmax	Renae Gardner	Topeka	KS	66611	785-266-6220	852,396.16	2,795.99	1	1	1	
115801	Lorton's Carpet	James Sauer	Michia	KS	67218	316-684-5133			0	0	0	
119501	Carpet's Unlimited	Ken Crandall	Owensboro	KY	42301	270-684-6206			0	0	0	
119501	Carpetmax Of Owensboro	Bill Rush	Owensboro	KY	42301	270-514-55			0	0	0	
119501	Carpetmax Of Owensboro	Phillip Higdon	Paducah	KY	42001	270-443-1190			1	1	1	
113401	Clark Dunbar Carpets	Mike Jackson	Alexandria	LA	71301	318-445-0262	657,098.63	9,117.53	1	1	1	
116901	Halpint's	Larry Thiodeaux	Baton Rouge	LA	70814	225-927-8741	1,950,977.55	2,394.87	1	1	1	
117601	Holler Floor Covering Of Je	Mr. Richard Hayes	Jennings	LA	70546	337-824-9081	194,565.50		1	1	1	
117501	Holler Floor Covering	Donald James Holler II	Lafayette	LA	70506	337-232-2700	610,005.33		0	0	0	
138801	Carpetmax Super Center	Terry Vator/maxine	Lake Charles	LA	70607	337-477-4656			1	1	1	
133501	Norris Parker	Norris Harler Jr.	New Iberia	LA	70560	337-365-8187	111,063.51	58,751.44	1	1	1	
113201	Ivey's Carpet & Interiors	Robert Ivey	Shreveport	LA	71106	318-221-1007			1	1	1	
105301	Northeast Floor Covering	Robert Demko	Cheslea	MA	2150	617-889-2100	510,683.22	24,291.20	1	1	1	
130501	Flooring America Of Franklin	George Cocuzzo	Franklin	MA	2038	508-520-1367	730,711.41	28,156.79	0	1	1	
131801	Morency Flooring America	Paul Morency	New Bedford	MA	2740	508-994-3111	202,554.87	1,210.70	0	1	1	
131201	Garpetmax Flooring America	Joseph Spiredeiozzi	Whitman	MA	2382	781-618-9100	929,376.99	1,929.49	1	1	1	
127001	Eddy's Flooring America	Eddy Stein	Worcester	MA	1603	508-791-0987	791,408.01	29,969.97	1	1	1	
122801	Contract Carpet Systems	Kurt Zanelotti	Bellsville	MD	20705	301-937-0030	1,284,824.44	25,503.10	1	1	1	
138901	Shoup Flooring America	Gil Shoup	Frederick	MD	21704	301-631-5600	383,573.52	38,570.38	1	1	1	
128901	Burkholder Floor Covering	Eric Peifer	Hagerstown	MD	21742	301-733-9196	532,285.70	1,786.29	1	1	1	
102901	Towme Pritte Interiors	Kenneth Wright	Hampstead	MD	21074	410-239-7500			1	0	0	
118901	Griffin Carpet & Drapery Ce	Peter A. Griffin Jr.	Leonardtown	MD	20650	301-862-2700	1,026,844.68	6,986.25	1	1	1	
120101	Bay Carpets Carpetmax Inc	Mike Dahle	Queensdown	MD	21658	410-820-7288	470,576.97		1	1	1	
133401	Delmarva Flooring	Charles Emond	Salisbury	MD	21804	410-543-2124	177,417.57	27,753.52	1	1	1	
105801	Carpet Town	James O'Leary	Saco	ME	4072	207-282-3100	473,539.31		1	1	1	
102001	Carpet Mill Outlet	Fred Bachman	Adrian	MI	49221	517-263-2929	801,663.25	1,163.51	1	1	1	
106601	Ann Arbor Flooring America	Jerry Mrozinski	Ann Arbor	MI	48108	734-769-1710	1,235,177.49		1	1	1	
126601	Seymour Carpets	Don Seymour	East Tawas	MI	48730	517-362-2269	445,198.22		1	1	1	
102701	Karen's Flooring America	John Losinski/William L	Flint	MI	48507	810-230-0560	1,540,278.93	26,918.50	1	1	1	
128501	Couture's Design Center	Edith & Mike Couture	Gaylord	MI	49735	517-732-5874	261,588.86	14,052.19	1	1	1	
141701	Gladwin Floor Covering	Marvin Ries	Gladwin	MI	48624	517-426-3802	335,492.63	28,752.85	1	1	1	
104001	Modern Tile & Carpet	Jeff Davis, Steve Davis, Geri Davis & Bob Davis	Kalamazoo	MI	49002	616-327-4425	557,087.65		1	1	1	
134601	A. R. Kramer Company	Art Kramer	Livonia	MI	48154	734-522-5300	4,253,144.32	8,766.65	1	1	1	
124001	Carpet Studio	Scott Kenisley	Okemos	MI	48864	517-351-6310	889,696.91	5,899.93	1	1	1	
33701	Northwestern Pailt Supply	Dave Bailey	Saginaw	MI	48603	517-799-8190	712,021.42	1,756.34	1	1	1	

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140201	United Carpet Flooring Ame	Paul Gronow/ Harold Gro	Troy	MI	48083	248-528-1900	707,731.26	16,113.74	1	1	1	1
142201	Birchwood Flooring America	Allen Stetten	Berriji	MI	56601	218-751-6224	139,134.72	48,004.33	0	1	1	1
126901	Carpetmax Design Studio	Paul Tamerton	Fridley	MN	55432	763-571-3338	1,550,666.87		1	1	1	1
119001	Lyles Interiors	David Ziegewert	Minnesota City	MN	55959	507-454-3105	240,479.08	354.43	1	1	1	1
130801	Pine River Carpet	Debra Norman	Pine River	MN	56474	218-587-4154	268,376.97	26,849.92	1	1	1	1
114201	Killer Stores	Robert Etker	Rochester	MN	55904	507-288-1766	2,799,641.85	74.61	1	1	1	1
115101	Mathew Hall Lumber	Barbara Schaller	St. Cloud	MN	56302	320-252-1920	608,736.87		0	0	0	0
129201	Carpet Sense	Karen Melanson	St. Michael	MN	55376	612-497-4407	880,510.64		1	1	1	1
117701	Deluxe Carpet Co.	Steven Aronson/Philip U	St. Paul	MN	55106	651-771-5571	812,675.65	3,839.90	1	1	1	1
126101	Dave Griggs Carpetmax	David Griggs	Columbia	MO	65201	573-449-2619	1,594,207.77	49.02	1	1	1	1
109601	Busenbark Carpet	Gary Busenbark	Farmington	MO	63640	573-431-4100	464,981.65		0	0	0	0
131001	Smith's Floor Store	Paul Howerton	Joplin	MO	64801	417-623-1991	295,963.42	8,075.00	1	1	1	1
135401	Pack Bldg Materials & Carp	Mark Dancer	Poplar Bluff	MO	63901	573-785-5090	1,189,661.86	13,063.95	1	1	1	1
128001	Wholesale Carpet Company	Virgil White	Springfield	MO	65807	417-869-7261	1,043,365.50	2,321.81	1	1	1	1
107601	Rhodes Carpetmax	Keith Rhodes	Bloxi	MS	39530	228-432-2501			1	1	1	1
112401	Jimmie Lyles Carpetmax	T. J. Anderson	Jackson	MS	39208	601-932-2926			1	1	1	1
125401	Hall Of Carpets	Thomas Hall	Great Falls	MT	59401	406-727-8000	357,268.92	2,872.46	1	1	1	1
141401	Nell's Custom Designs	Jim & Elizabeth Nell	Hamilton	MT	59840	406-363-7093	306,968.64	60,644.37	1	1	1	1
112701	Floor Show (M T)	John Carter	Helena	MT	59601	406-442-8338	703,943.27	8,174.12	1	1	1	1
143301	Poema Carpets & Interiors	Gerard Roll	Kalspell	MT	59901	406-752-4995	241,169.02		1	1	1	1
109001	Westport Flooring America	Mr. Dale Summer/ Mike F	Denver	NC	28037	704-483-5718	153,239.12	55,415.00	1	1	1	1
132201	Furniture Fair Flooring Ame	Christl/ichy Popkin	Jacksonville	NC	28540	910-455-9595	414,487.10		1	1	1	1
122201	A B Hair Carpets	Edward Evans	Noilna	NC	27563	252-456-3307	664,802.11	331.55	1	1	1	1
112101	Brentwood Carpets	Harry Hanes	Raleigh	NC	27604	919-872-2775			1	1	1	1
129501	Bob Grubbs Flooring America	Robert Grubbs Sr. & Robert Grubbs Jr.	Winston Salem	NC	27101	336-725-8226	993,845.73	4,090.29	1	1	1	1
110101	Horne Beautiful	Bruce Hamel	Baltimore	NH	03220	603-524-5588	751,980.05		0	1	1	1
127202	R & S Carpet	Robert St Onge	Hudson	NH	3051	603-889-3867	829,758.46	1,690.80	1	1	1	1
114901	Lavelley's Flooring America	Carol Wiggins	Newport	NH	3773	603-863-1050	653,856.07		1	1	1	1
140001	Avalon Carpet Tile & Floori	John Millar	Cape May Court H	NJ	8210	609-465-3051			1	1	1	1
150001	Keyple's Flooring America	Doug Keyple	Cherry Hill	NJ	8003	856-424-8686	1,086,563.54	31,446.04	1	1	1	1
17901	Sovereign Wholesale Dist.	John Millar	Manahawkin	NJ	8050	609-978-9700			1	1	1	1
13201	Carpet World (N J)	Joe Madden	Paramus	NJ	7652	201-265-1122	588,519.63		1	1	1	1
39701	Mechaniel's Floor Covering	Mike McDaniel	Clovis	NM	88101	505-762-4481	162,504.93	4,660.70	1	1	1	1
26201	Casey Carpet Of Las Cruces	Hank Schweinebraten	Las Cruces	NM	88005	505-523-9595	481,307.07	14,378.88	1	1	1	1
23401	Carpet Warehouse Corp	Tom Frederick Sr./ Geor	Albany	NY	12206	518-489-8366			0	0	0	0
23801	Sain's Carpetmax	Carmine Fossi	Bronx	NY	10467	718-882-7800			0	0	0	0
01301	Max Ples Buffalo/clo	Dan Friedman	Buffalo	NY	14227	716-668-5503	972,837.79	7,618.40	1	1	1	1
05101	Flooring America	David Clark	Elmira	NY	14904	607-733-1414	185,204.89	2,524.57	1	1	1	1
35901	Endwell Flooring America	William Grosso	Endwell	NY	13760	607-748-7366	1,787,339.97		1	1	1	1
10101	Raskin Carpets	Jeffrey Savoia	New York	NY	10035	212-369-1100	485,241.93		1	1	1	1
11101	Max Plus Floor Covering	David Pelusio	Rochester	NY	14621	716-338-1500	599,271.72	8,158.88	1	1	1	1
11101	Town & Country Linoleum &	Thomas Hughes	Syracuse	NY	13219	315-468-6288			0	0	0	0

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100401	Carillac Carpet	Siu Wolk	Westbury	NY	11590	516-333-0900			1			
135701	Preferred Floors Of Whitest	Mark Loschiavo	Whitestone	NY	11357	718-746-8666	305,811.93	13,881.19	1	1	1	1
119301	Northport Flooring America	Dereck Fay	Akron	OH	44313	330-923-9988	631,398.27		1	1	1	1
100201	McSwain Carpetmax	Jim Leamer	Cincinnati	OH	45241	513-771-1400			1	1	1	1
143101	Carpet Center Of Cleveland	Robert Krueger	Columbus	OH	43017	614-846-4441			1	1	1	1
103101	Lauger's Flooring America	Larry Lauger	Findlay	OH	45840	419-423-8771	352,002.93		1	1	1	1
101101	Moller's Flooring America	Teri Moller	North Royalton	OH	44133	440-237-1515	395,574.54		1	1	1	1
129601	Cornerstone Interiors	David Esterline	Pioneer	OH	43554	419-737-3341	171,642.43	344.01	1	1	1	1
142601	Flooring America Of Sylvania	Cliff McCormack/ Bonnie	Sylvania	OH	43560	419-882-3500			0	0	0	0
114001	Cunningham's Flooring Ant	Mark Cunningham	Ardmore	OK	73401	580-223-8878	341,129.36		1	1	1	1
118601	Flooring America	Marlin Good	Enid	OK	73701	580-234-5382	560,271.43	2,645.79	1	1	1	1
111901	Miller's Flooring America	Noble Miller	McAlester	OK	74501	918-423-9002	362,603.74	4,075.23	1	1	1	1
114401	J. R. Tye's Flooring America	John Tye	Muscogee	OK	74402	918-682-4261	315,615.33		1	1	1	1
128801	D & C Carpet Company	Robert Merdeth & Bobb	Oklahoma City	OK	73115	405-672-1405	930,141.75	1,350.22	1	1	1	1
115301	C & C Tile And Carpet Co.	Roy Ratke	Tulsa	OK	74112	918-744-5511	999,068.69	257.70	0	1	1	1
130901	Larry's Carpet Center	Larry Pool	Bend	OR	97702	541-382-5136	620,643.94	502.77	1	1	1	1
135201	Imperial Floors	Douglas Gubrud	Eugene	OR	97401	541-342-5031	1,845,706.13		1	1	1	1
131401	Lee's Carpetmax	Lee Fickett	Medford	OR	97504	541-858-1000	418,939.60	113,258.13	1	1	1	1
102101	Bob Wagner's Mill Carpet	Mail Wagner	Downingtown	PA	19335	610-269-7808			1	1	1	1
129901	Baumann Bros. Carpetdown	Bruce Baumann	Erie	PA	16503	814-455-3981			0	0	0	0
107201	Feasterville Floor Covering	John Monarrie	Feasterville	PA	19053	215-355-2510	1,956,340.96		1	1	1	1
129001	Blair Mill Outlet	Jeffrey Arthur	Holidaysburg	PA	16648	814-695-6577			0	0	0	0
136201	Fouk's Flooring America	Mike Fouk	Meatville	PA	16335	814-337-2230	460,708.99	18,906.61	1	1	1	1
136602	Carpet Creations	Butch Davis	Scranton	PA	18508	570-796-1025			0	0	0	0
123201	Full Tex Carpet	Patrick Musio	Wilkes Barre	PA	18702	570-823-1201			1	1	1	1
105901	Central Penn Carpetmax	Erin & Kathryn Kissell	Winfield	PA	17889	570-524-7744	201,048.33		1	1	1	1
101201	Carpet City USA	Kevin Haughey	Warwick	RI	2886	401-732-6380	435,388.57	4,910.93	1	1	1	1
119701	Flooring America	Steve Sox	Columbia	SC	29223	803-788-1160	669,035.13	142.88	1	1	1	1
111101	Shoreline Floorcovering Cer	Langdon E. Gunter	Myrtle Beach	SC	29577	843-626-1992			1	1	1	1
117401	Hodge Flooring America	Jarrie Hodge	Spartanburg	SC	29302	864-573-9288	911,528.24		1	1	1	1
132801	Finishing Touch Flooring Am	Ron Pfaffler	Aberdeen	SD	57401	605-225-4242	363,450.05		1	1	1	1
128201	Inoleum & Carpet Center F	Rod Pettigrew	Rapid City	SD	57703	605-342-8304	387,174.51	116.58	1	1	1	1
136401	Zimmer Floor Covering	Larry Fudjes	Watertown	SD	57201	605-886-8292	188,713.83	8,531.87	1	1	1	1
123701	Clarksville Floor Covering C	Marsha Greene	Clarksville	TN	37040	931-552-1818	773,842.11	2,960.90	1	1	1	1
103701	Duck's Carpetmax	Mike Duck	Jackson	TN	38301	901-664-2871	926,274.27	84,494.78	1	1	1	1
121101	Flooring America	David Turner (c) 615-20	Nashville	TN	37210	615-242-1000	1,372,933.89	23,248.51	1	1	1	1
120201	Rodenbaugh's Flooring And	Gary Rodenbaugh	Allen	TX	75013	972-727-3454	352,467.53	3,112.19	1	1	1	1
127901	Carpetmax Flooring Center	Chuck Lesitka	Austin	TX	78757	512-454-6736	1,093,668.39	4,024.06	0	1	1	1
120501	Porter's Flooring America	Larry Porter	Beaumont	TX	77708	409-898-8858	406,486.28	1,432.22	1	1	1	1
122001	Flooring America	Royce & Kelly Frederick	Denon	TX	76205	940-565-0199	934,644.37	39,190.21	1	1	1	1
129101	Marshall Tilley Carpets	Ray Wiley	Fort Worth	TX	76110	817-926-6271	1,458,158.05	1,101.56	0	1	1	1

**Flooring America
Registration Sheet**

11/11/00, 10:56 AM

Mem	Company	Contact	City	ST	Zip	Phone	Purchases Members Slaying	Latest A/R Balance Members Slaying	Registered	Docs Given	Docs Returned	Rec'd
120801	Yates Carpet & Interiors	Joe Bob & Rebecca Yates	Lubbock	TX	79407	806-795-0070	2,314,874.98		1	1	1	1
124301	Madlin's Flooring America	Ronald Walcott	San Angelo	TX	76901	915-653-4259	408,315.81	4,028.37	1	1	1	1
121701	Centex	John Schwartz	Waco	TX	76710	254-753-7021	498,971.64		1	1	1	1
100801	Flooring America	Scott Steel	Webster	TX	77598	281-338-1345	919,577.71	25,954.77	1	1	1	1
121201	Cassidy Jones Lumber (home information)	Jerry Jones	Tyler	TX	75703	903-571-1532			1	1	1	1
			Longview	TX	75604	903-759-0736			1	1	1	1
116101	Carpetmax Interior & Design	Cally Vanyilder	St. George	UT	84770	435-986-0794	205,993.48	12,578.49	1	1	1	1
134902	Carpetmax Of Virginia	Bob Shiro	Chesapeake	VA	23320	757-436-1393	737,632.05	12,777.02	1	1	1	1
111001	Penn. Mar	Charles Allen	Fredericksburg	VA	22408	540-898-8559	516,012.36	476.76	1	1	1	1
119401	Richmond Decorating	Mark Coates	Richmond	VA	23224	804-745-0066			0	1	1	1
107501	Flooring America	Danny Robertson	Roanoke	VA	24018	540-989-3671			1	1	1	1
119901	Carpetmax Of Potomac Mills	Robert Mennelee	Woodbridge	VA	22192	703-691-3100	782,539.35		1	1	1	1
		Edward Mennelee							1	1	1	1
142901	Flooring America	Richard Varvil	Yorktown	VA	23692	757-874-8311	194,859.75	28,701.95	1	1	1	1
141201	Carpetlaxger (V T)	David Everts	Williston	VT	5495	802-862-5757	386,003.63	24,856.36	1	1	1	1
124701	Rod Nicholas Finishing Touch	Phil Frost	Bothell	WA	98012	425-486-9030			0	1	1	1
138301	Sanders Carpetmax Flooring	Jason Klmer	Centralia	WA	98531	360-736-0458	101,255.51	22,978.50	1	1	1	1
139301	Sandra's Furniture & Design	Alan Wilma	Colville	WA	99114	509-684-4491	80,936.67	707.60	1	1	1	1
126001	C. R. Floors & Interiors	Thomas Smith	Federal Way	WA	98003	253-838-1020	1,032,922.70	7,762.23	1	1	1	1
105601	B & R Sales	Bob McClucas, Jr.	Lacey	WA	98503	360-456-2323	1,488,890.64		1	1	1	1
124801	Finishing Touch 11	Raymond Bearden	Marysville	WA	98270	360-658-0120			0	1	1	1
118001	Ingleann & Carpet City (wa)	Bob Causo	Spokane	WA	99205	509-326-9431	371,631.38	364.73	1	1	1	1
105501	Cascade Carpetmax	Wayne Slaughtler	Vancouver	WA	98660	360-693-2313	951,515.42	3,558.15	1	1	1	1
125001	Floor Factory	Jeff Sparks	Wenatchee	WA	98801	509-662-1421	555,951.94		1	1	1	1
116401	House Of Carpet (W A)	Ken Irwin	Yakima	WA	98901	509-248-1710	1,001,176.32	37,825.72	1	1	1	1
140401	Designers Outlet	Sue Mckenzie-Smith	Ashland	WI	54806	715-682-4774	184,019.89		1	1	1	1
139001	Wall - To - Wall	Bob & Darlene Furrer	Eau Claire	WI	54701	715-832-4555	466,477.50	6,035.34	1	1	1	1
113101	H. J. Martin & Son	Wayne Daul	Green Bay	WI	54303	920-494-3461	3,023,693.23		1	1	1	1
127301	Interior Designs	Ray G. Hale Jr.	Holmen	WI	54636	608-526-3386			0	1	1	1
102501	Sergeant's Floor Covering	Jim Garner	Madison	WI	53713	608-273-6300	3,816,959.82	3,091.56	1	1	1	1
131101	FloorTech Of Racine	David Hawes/Jay Hawes	Racine	WI	53405	262-554-4645	926,037.65	18,330.53	1	1	1	1
134401	Carpeting Unlimited	Al Zambuto	Wheeling	WV	26003	304-243-1800	230,467.25	29.88	0	1	1	1
109801	Carpet Creations	Craig Brandon	Casper	WY	82609	307-234-6654	308,992.20	10,692.13	1	1	1	1
110901	Woods Interiors	Ron Wood	Sheridan	WY	82801	307-672-9304	278,940.42	2,681,747.78	1	1	1	1
							148,246,246.54	2,681,747.78	202	211	192	7

TRADEMARK

GCO Registration Sheet

11/13/00, 8:24 AM

Company	Contact	Address	City	ST	Zip	Phone	SALES (Combined) Joining	Attended	Documents Rcvd	ARR Totals Shipping
ROAD, LLC	Chip Mullins	3616 Willey Road	Montgomery	AL	36106	334-227-7693	1,020,064	Y	Y	49,760.81
Gardner Carpet Outlets, LLC	Bobby Gardner	P.O. Box 210429	Montgomery	AL				Y		
MUM, LLC	Buddy (Charles) Mon	P.O. Box 780158	Tallassee	AL	36078	334-857-1874	736,309	Y	Y	55,384.31
(same name)		1000R Belline Rd	Decatur	AL	35803	205-355-8134				
(same name)		2707 University Dr	Huntsville	AL	35816	205-536-8866				
TLW Enterprises, Inc.	Terry Wheat	2700 Skyland Blvd. East	Tuscaloosa	AL	35405	205-553-5257	791,136	Y	Y	21,693.02
HAT, Inc.	Benny Camp	P.O. Drawer B	Wadswae	AL	36278	256-357-2304	3,583,645	Y	Y	41,750.22
D&B Carpet		2622 Pio Nino Avenue	Macon	GA	31209	912-781-4852				
Caro, Inc		228 Carolina Pottery Dr	Blountville	TN	37617	615-279-0751				3,367.94
Caro, Inc		2517 Knob Creek Rd, Knob Crk Wk	Johnson City	TN	37604	423-952-0040				
CarDeRo Enterprises, Inc.		3720-B Airport Blvd.	Mobile	AL	36608	334-343-6600				
Hat Inc.		188 N.E. Eglin Parkway	Fl. Wallon	FL	32548	850-243-3220				
Davall Enterprises, LLC	Michael Davall	2707 Harrison Street	Batesville	AR	72501	870-698-0299		Y	Y	23,689.15
Covered BFB, LLC	Vyn Goodman	4200 Shepherd St., Ste. A	Bakersfield	CA	93313	661-831-4664	6,723	Y	Y	64,787.97
Central CA Floorcovering Outlets,	Gary Wassmund	1120 McHenry Avenue	Modesto	CA	95350	209-523-5664	1,301,056	Y	Y	1,255.08
The Wells Company II, LLC	Mike Wells	6239 Galley Road	Colorado Spring	CO	80915	719-574-7198	577,272	Y	Y	25,180.51
Rileway Floors, Inc.	Alan Shupe	489 South Camino Del Rio	Durango	CO	81301	970-259-5360	9,440	Y	Y	33,456.11
OMS Corporation	Richard Martz	P.O. Box 40003	Grand Junction	CO	81504	970-257-1987		Y		
OMS Corp		1040 Pine Ridge Rd	Naples	FL	33940	941-643-3336				
EZN Corp		2922 1-70 Business Loop	Grand Junction	CO	81504	970-257-1987				
CYJ, Inc.	Gary Jarrle	559-A Federal Road	Brookfield	CT	06804-2502	203-775-6223	224,480	Y	Y	14,811.51
Lakeshore Group, Inc.	Lenny Carraquillo	1380 W. Lakeshore Dr.	Clamont	FL	34711	352-394-7139				
Wells Carpet Distributors, Inc.	Pat Wells	3680 N. US Hwy. 1	Cocoa	FL	32926	321-632-7999	961,561	Y	Y	25,375.91
B & K Capital, Inc.	Blake Matherly	4350 Colonial Blvd.	Fl. Myers	FL	33912	941-278-5646		Y		
(same name)		2117-A Gallatin Pike North	Nashville	TN	37115	615-859-7799				
(same name)		2000 Mallory Ln, Ste. 290	Franklin	TN	37067	615-771-7669				
(same name)		510 N. Thompson Land	Murfreesboro	TN	37130	615-848-9060				
(same name)		222 Gadsden Highway, Roebuck Sh	Birmingham	AL	35235	205-833-0008				
(same name)		2367 Palham Parkway	Pelham	AL	35124	205-663-6426				
M&M Capital Inc. (underdevelopme	Blake Matherly	4350 Colonial Blvd.	Fl. Myers	FL	33912	941-278-5522				
Stringco, Inc.	Jim Stringfellow	6910 West University Ave., Ste. 1	Gainesville	FL	32607-1610	352-332-7655	6,849,568	Y	Y	318,367.63
(same name)		1420 SW 17th St	Ocala	FL	34474	352-620-8488				
(same name)		200 Williamson Blvd	Ormond Beach	FL	32174	904-672-1244				
(same name)		15004 Abercorn Extension	Savannah	GA	31419	912-925-2454				
(same name)		5000 US Hwy. 98 North	Lakeland	FL	33809	941-853-3220				
Florida Outlets, Inc.	Jim Gleason	P.O. Box 51448	Jacksonville Be	FL	32240	904-565-1680	3,039,885	Y	Y	21,401.25
(same name)		10769-05 Beach Blvd	Jacksonville Bea	FL	32246	904-565-9615				
(same name)		1966 Wells Rd	Orange Park	FL	32073	904-276-2806				
JBS Holding Corp		1845 Norman Dr	Valdosta	GA	31601	912-253-0688				
Arcade Carpet & Tile Company	Tom King	290 North Wichham Road	Melbourne	FL	32935	407-254-2491	1,070,343	Y	Y	41,296.42
(same name)		3730 SW Archer Rd	Gainesville	FL	32608	352-377-9226				

GCO Registration Sheet

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Company	Contact	Address	City	ST	Zip	Phone	SALES (Combined) Joining	Abnded	Docmnts Rcvd	AM Total Saling
(same name)		264 North Wickham Rd	Melbourne	FL	32935	407-242-8016				
North Port Floor Master	Don Bates	12984 South Tamiami Trail	North Port	FL	34287	941-426-4648	442,869	Y	Y	31,143.01
Dalign Windows, Inc.	Robert Cummings	639 Biltmore St.	Palm City	FL	34990	561-687-3334	2,313,897	Y	Y	133,254.91
(same name)		3198 South US 1	Fl. Pierce	FL	34982	561-595-0077				
(same name)		5015 Okeechobee Blvd.	W. Palm Beach	FL	33417	561-687-3334				
(same name)		2001-B West Atlantic Ave	Delray Beach	FL	33445	561-279-4000				
K & P Capital, Inc.	Kent Copeland	4516 SW Okhaven Lane	Palm City	FL	34990	407-747-7944		Y		
LHC of Northwest Florida, Inc.	Pete Layne	1392 West 15th Street	Panama City	FL	32401	850-747-1100		Y		
C & S Flooring, Inc.	Mike Skelton	10443 Highway 19 North	Port Richey	FL	34668	727-861-7664	736,121	Y	Y	51,512.78
BMR Capitol, Inc.	Mike Carr	116 Magnolia Avenue	Sebring	FL	33870	863-290-2426		Y		
(same name)		5319 W. Colonial Drive	Orlando	FL	32808	407-290-2426				
(same name)		117 State Rd 436	Fern Park	FL	32730	407-332-4426				
(same name)		924 S. St. Rd 436	Allamonte Spgs	FL	32714	407-766-5207				
(same name)		8200 S. Orange Blossom Tr	Orlando	FL	32809	407-888-4600				
A.S.K. Enterprises, Inc.	Rufus Ashby	3814 South Nine Drive	Valrico	FL	33594	813-623-3748	629,193	Y	Y	23,200.88
GEM Holdings, Inc.	Chase Middleton	2222 North Slappay Blvd.	Albany	GA	31701	912-888-3912				
Carpet Depot, LLC	Chris Chao	2628 Ridgebrook Trail	Duluth	GA	30096	770-638-2933		Y		
Edmondson, Inc.	Doug Edmondson	4379 Deerwood Lane	Evans	GA	30809	706-650-0400	1,519,634	Y	Y	
(same name)		202 Bobby Jones Expresswy	Augusta	GA	30907	706-650-0400				
(same name)		2580 Wiskey Rd	Alken	SC	29803	803-643-3643				
Igram, Inc.	Omar Igram	2148 Williams Blvd. SW	Cedar Rapids	IA	52404	319-366-4732		Y	Y	54,516.28
Kraus Karpats, Inc.	Barbara Kraus	3218 Indian Wood Lane	Joliet	IL	60435	815-254-3790	854,480	Y	Y	28,538.93
Lakeshore Group, Inc.	Shawn Langan	4732 Brandy Wine	Peoria	IL	61614	319-449-9974	634,263	Y	Y	9,191.21
Sole Proprietor	Sheila Szott	4 Creek Bed Trail	Peru	IL	61354	815-220-0411		Y	Y	4,991.73
Sanbel Partners, Ltd	David Lindman									
Peter Nelson	Peter Nelson	8501 Grove Hill Rd.	Rockford	IL	61107	815-397-9500	1,001,896	Y	Y	68,077.33
Rug-O-Rama, Inc.	Jerry Jennings	3000 Iowa Street	Lawrence	KS	66046	785-841-3838	807,117	Y	Y	8,937.16
T & T Capital, Inc.	Raid Talley	3616 Windfall Lane	Lexington	KY	40515	606-335-5000	323,473	Y	Y	12,440.93
PSS Enterprises, Inc.	Paul Schexnaydre	1525 LaPalco Blvd., Unit #19	Harvey	LA	70058	504-361-0149	3,126,205	Y	Y	36,888.22
(same name)		1910 Williams Blvd	Kenner	LA	70062	504-464-0614				
(same name)		400 LaPalco	Gretna	LA	70056	504-398-0717				
Vella Enterprises, Inc.	Karl & Julie Vella	1330 Ambassador Garfrey Parkwa	Lafayette	LA	70506	318-989-4262	1,399,931	Y	Y	11,496.45
G & G Carpets, Inc.	Pete Griffin, Jr.	26288 Point Lookout Rd.	Leondartown	MD	20650	301-475-2044	817,770	Y	Y	6,399.03
Calhoun Tile & Carpet Co.	Hans Stark	282 Capital Avenue SW	Battle Creek	MI	49015	616-962-6227	179,368	Y	Y	60,577.97
Floor Mart, Inc.	Matt Merkel	110 East Middle	Chelsea	MI	48118	734-433-1594	3,566,866	Y	Y	3,808.81
(same name)		P.O. Box 276	Ann Arbor	MI	48104	734-995-8900				
(same name)		2301 South Industrial Hwy	Lansing	MI	48911	517-394-0500				
(same name)		438 E. Edgewood Blvd. D-112	Jackson	MI	49202	517-782-5552				
(same name)		1028 Jackson Crossing								
Ridgelfield Associates	Jeff Davis	6170 Lover's Lane	Kalamazoo	MI	49002	616-327-4425	838,235	Y	Y	1,882.53
Northwestern Pain Supply	David Bailey	2883 McCarry Rd.	Saginaw	MI	48603	2499-517-799-8190		Y	Y	7,991.53
Lindberg's Carpet Manor, Inc.	Mike Lindberg	1119 Mill Creek Circle	St. Cloud	MN	56303	320-255-5204	2,027,879	Y	Y	21,011.26
Lindberg's Carpet Manor		2801 W. St. Germain St	St. Cloud	MN	56301	320-251-5020				
Lindberg's Carpet City		3201 S. Shibley Ave	Sioux Falls	SD	57106	605-362-1147				
Orton Markato, Inc.	Jerry Hamernick	1321 Rice Street	St. Paul	MN	55117	651-489-7007	10,193,196	Y	Y	238,538.71

GCO Registration Sheet

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Company	Contact	Address	City	ST	Zip	Phone	SALES (Combined)	Attended	Comm. Fee	Ad. Total Spang
(same name)		2034 NW Northdale Blvd	Coon Rapids	MN	55433	612-757-5503	Jehlnig			
(same name)		12578 Plaza Dr	Eden Prairie	MN	55344	612-946-1313				
(same name)		3070 West Highway 13	Burnsville	MN	55307	612-895-6188				
(same name)		4712 Miller Trunk Highway	Duluth	MN	55811	218-722-4432				
(same name)		3182 Country Dr	Little Canada	MN	55117	651-787-0198				
(same name)		7930 Hudson Rd	Woodbury	MN	55125	651-730-2021				
(same name)		7400 Kirkwood Ct	Maple Grove	MN	55369	612-315-3969				
(same name)		6345 Southeast 14th St	Des Moines	IA	50320	515-287-4525				
Deitor Mankato, Inc		1876 Madison Ave	Mankato	MN	56001	507-388-8804				
Mico of St. Louis, Inc	Billy Clin	1185 Fairlane	St. Charles	MO	63303	636-946-2000	5,483,068	Y	Y	108,742.31
(same name)		1466d Manchester	Ballwin	MO	63021	314-230-3333				
(same name)		1185 Fairlane	St. Charles	MO	63303	636-946-2000				
(same name)		5244 S. Lindbergh	St. Louis	MO	63126	314-729-7297				
(same name)		328 Lincoln Highway	Fairview Heights	IL	62208	618-524-1700				
Rhodes & Company, Inc.	Kellih Rhodes	884 Howard Avenue	Blooxl	MS	39530	228-432-2501	880,918	Y	Y	53,072.16
Delta Southern, Inc.	Bill Crosswell	116 Ridgeland Plaza	Ridgeland	MS	39157	601-856-8861	874,689	Y	Y	11,647.55
(same name)		4950-D I-55 North	Jackson	MS	39211	601-982-5426				
(same name)		4 Willow Pointe, Ste. 1	Hattiesburg	MS	39402	601-271-2600				
Carolina Carpet, LLC	Jerry Stewart	33 North Oak Terrace	Arden	NC	28704	828-665-0240	1,091,059	Y	Y	56,907.59
The Lloyd Group, Inc.	Ken Lloyd	2 Beaver Place	Durham	NC	27705	919-383-5445		Y		
(same name)		2659 Durham Chapel Hill Blvd	Durham	NC	27707	919-490-6608		Y		
(same name)		4118 Raeofd Rd	Fayetteville	NC	28304	910-484-4835				
(same name)		4011-141 Capital Blvd.	Tarimore	SC		919-876-0955				
T.N.T. Flooring, Inc.	Tab Thompson	2216 Santa Barbara Drive	Bismarck	ND	58504	701-221-9856				91,093.66
Southern New Mexico Flooring Ou	Henry Schweinbraten	920 S. Valley Drive	Las Cruces	NM	88005	505-522-9595		Y	Y	43,203.68
Outlet Enterprises, Inc.	Jay Benjamin	8095 S. Virginia Street	Reno	NV	89511	415-567-8012	1,273,327	Y	Y	12,004.38
Joseph McDonnell Enterprises, Inc	Jay McDonnell	2847 Southwestern Blvd.	Orchard Park	NY	14127	716-674-0678		Y	Y	
J.R. Brady Acquisition Company, I	John Brady	2710 West Henrietta Rd.	Rochester	NY	14623	716-475-9950		Y		
(same name)		2710 West Henrietta Rd.	Rochester	NY	14623	716-475-9950				
Almory, LLC		5394 South Bay Rd	Syracuse	NY	13212	315-455-1134				
Sial Enterprises, Inc.	Rod Sial	12518 NE Airport Way, Ste. 110	Portland	OR	97230	503-255-1951	1,457,525	Y	Y	40,718.11
PLV Corporation	Jeff Sial	650 Branch Avenue	Providence	RI	2904	401-421-5550	5,019,117	Y	Y	104,150.62
(same name)		650 Branch Avenue	Providence	RI	2904	401-331-3190		Y		
(same name)		1275 Fall River Ave, RI. 6	Seekonk	MA	2771	508-336-5555				
(same name)		1075 Centerville Rd, RI. 117	Warwick	RI	2886	401-828-7400				
SLB of Charleston	George Bixler	P.O. Box 2502	Mt. Pleasant	SC	29465-2502	843-971-7471	2,729,117	Y	Y	200,410.59
(same name)		5900 F Rivers Ave	N. Charleston	SC	29406	843-744-2684				
(same name)		975 Savannah Hwy, St. Andrews Sh	Charleston	SC	29407	803-573-0001				
Freed's Fine Furnishings, Inc of Ra	Ka Alberts	3845 Slurgis Rd.	Rapid City	SD	57702	605-343-2538		Y	Y	
MRCM, LLC	Larry Farley	3437 Pace Road	Clarksville	TN	37043	931-552-1818		Y		
Libbee Enterprises, Inc.	Ambler Shearer	1077 Hwy 45 Bypass	Jackson	TN	38301	901-664-0200	788,881	Y	Y	11,546.39
Green Carpets, Inc.	Tracy Fleenor	801 Sunset Drive, Building D, Ste.	Johnson City	TN	37604	423-282-6582		Y	Y	45,714.00

GCO Registration Sheet

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Company	Contact	Address	City	ST	Zip	Phone	SALES (Combined)	Attended	Payment Mtd	ADR Total Spang
Flour Covering Associates, LLC	Randall Williams, Jim Magee Mike Roberts, Doug Bailey	10029 Parkside Drive	Knoxville	TN	37922	865-675-3630	1,907,801	Y	Y	46,650
(same name) (same name)		10029 Parkside Drive 5307 Washington Pike	Knoxville Knoxville	TN TN	37922 37918	423-675-3630 423-522-3619				
Tri-M, Inc.	Mathew Klaser	3050 Walnut Grove Road	Memphis	TN	38111	901-458-8000	1,349,161	Y	Y	5,356.10
R. L. Uiley Enterprises	Ray Uiley	2209 8th Avenue	Fl. Worth	TX	76110	813-630-5582				
Houston GCO, Inc.	Scott Steel	16800 Texas Avenue	Webster	TX	77598	281-338-1345	709,026		Y	451,733.61
(same name)		19300 B Highway 59 North	Humble	TX	77338	281-319-6220				
(same name)		9228 Old Katy Rd	Houston	TX	77055	713-467-2556				
ELP - Christiansburg, Inc.	Gene Podell	7511 Williamson Road	Rosnoke	VA	24019	540-265-1919		Y		
Carpetco, Inc.	Joe Millan	W482 Clifton Rd., Ste. 300	Sherwood	WI	54169-0187	806-795-7635	6,292,803	Y	Y	400,359.88
(same name)		2615 George St	Lacrosse	WI	54603	608-781-4626				
(same name)		1560 E. Moreland Blvd.	Waukesha	WI	53186	414-542-3366				
(same name)		2789 Allied St	Green Bay	WI	54304	920-496-8086				
(same name)		309 E. Prairieview Rd	Chippewa Falls	WI	54729	715-726-9111				
(same name)		2150 S. Washburn Ave	Oskosh	WI	54904	920-426-9906				
(same name)		6865 S. 27th St	Franklin	WI	53132	414-304-0333				
(same name)		8328 W. Brown Deer Rd. Northridge	Milwaukee	WI	53223	414-365-1900				
(same name)		5710 Spur 327	Lubbock	TX	79424	806-785-2230				
(same name)		2611 W Loop 250 N	Midland	TX	79705	915-620-0777				
B & K Direct Floors, Inc.	Bill Harris	193 Green Bag Road	Morgantown	WV	26505	304-292-6040	285,651	Y	Y	480,269.88
							81,725,018	57	52	3,930,107.58

EXHIBIT 2

FLOORING AMERICA ASSETS

- All samples & displays for the Carisell line of carpets
- All vinyl & wood display racks & samples including those in the hard surface showroom
- All ceramic tile racks & samples including those in ceramic showroom
- All apparel that is in storage or in apparel showroom
- All samples and racks in the carpet showroom
- All Flooring America or CarpetMax logo items
- CarpetMax member of the year trophy in lobby
- Flooring America sign on the wall in the lobby
- All pictures of stores, memorabilia, etc.
- All video tapes of the various training instructions, conventions, satellite broadcasts, etc. including but not limited to those in the video tape library & to include shelving that is in the library
- All labels, samples, displays, signs, advertising materials whether located at the headquarters or off the premises (subject to claims of those in possession)
- All training, marketing and operational manuals, materials and tapes
- All proprietary and non-licensed (from third parties) computer software, programs & data bases (ACT) that any employee utilized in performing their job
- Scott Wheler & Lee Wedgeworth and Rod Wyle's notebook computers
- All rights to Maxime
- All copies of past advertisements regardless of media
- The accounts and notes receivable-listed on the attached receivable run of those dealers who join FA Cooperative, Inc., including any supporting documentation and an aged trial balance
- All trade names including but not limited to "Flooring America", "CarpetMax", "Maxim", "Carisell" and any variations thereof
- All trade marks including but not limited to "Flooring America," "Carisell," "CarpetMax," "Maxim" variation thereof
- The music and sound library in production area
- All books and records pertinent to the assets purchased including A/R, Inventory and schedules of sales and revenue streams
- All blank forms used in the business such as invoices, change orders, letterhead, envelopes, notebooks, etc.
- Content of any servers that included information pertinent to running the business
 - o Flooring America
 - o GCO
 - o Flooring America Canada
 - o Rebates system
 - o Inventory
 - o Member information
 - o Financial records
- All URL, website and domain names involving or using the afore-referenced trade names to the extent they are owned and transferrable or can be obtained without cost
- Convention tapes
- Product knowledge tapes
- All printed materials related to the business
- All Franchise agreements (for Participating Franchisees)

- Flooring America Marketing Booth
- All property purchased by franchise support, i.e. label makers, maps, etc. in office operation
- National Account database
- Exactware license transfer
- All printed material related to national accounts
- All Vendor buying agreements
- All software utilized by Flooring America to operate national accounts
- Agreements with Prism, State Farm and Freddie Mac and Cendant (But see numbered R 36)
- All intellectual property to the extent not specifically identified above

GCO ASSETS

- All materials located at "The Print Shop" in Montgomery, Alabama. This is to include all signs, forms, posters, advertising materials, etc. provided collected and not chargeable to Debtor
- Pallet display racks stored in the Dalton distribution center
- Display doors for ceramic displays that are stored in the Dalton Distribution Center
- All logo materials, apparel, etc.
- All pictures of stores, memorabilia, etc.
- All labels, samples, displays, signs, advertising materials whether located at the headquarters or off premises, subject to the claims of those in possession
- Mike Cherico's notebook computer
- All training, marketing and operational manuals & materials-internal or external
- All video tapes pertaining to training, advertising, etc.
- All copies of past advertisements regardless of media
- The accounts and notes receivable-listed on the attached receivable run of those dealers who join Stone Mountain Carpet Mills Outlet, Inc. including any supporting documentation and an aged trial balance
- Inventory including all reports by product, style and category
- All trade names including but not limited to "GCO", "Georgia Carpet Outlet" and any variation thereof
- All URL, website, and domain names involving or using the afore-referenced trade names to the extent they are owned and transferrable or can be obtained without cost
- All trade marks including but not limited to "GCO," "Georgia Carpet Outlet" and any variation thereof
- All proprietary and non-licensed (from third parties) computer software, programs & data bases (ACT) that any employee utilized in performing their job
- All books and records pertinent to the assets purchased including A/R, Inventory and schedules of sales and revenue streams
- Blank forms used in the business such as invoices, change orders, etc.
- All assets "tagged" by Debtor and Buyer on November 14, 2000 situated at the GCO warehouse
- Contents of any servers that included information pertinent to running the business
- Franchise agreements for Participating Franchisees
- GCO Online
- Tradeshow booth
- All software that operates the GCO warehouse operations for selling carpet to dealers and franchisees
- All warehouse fixtures, forklifts, cutting machine, racks and tow motors situated in the GCO warehouse

- Any and all intellectual property to the extent not specifically identified above
- All other assets identified as an asset on the attached GCO Carpet Outlets, Inc. Net Book Value Report

Everything Decor

- The computer server and the data on them that were used for this business
- All trade names and trademarks including but not limited to "Everything Decor": E Décor and any variation thereof and all intellectual property to the extent not specifically identified above

Flooring America Canada

- All member listings-paper format and electronic media
- All books and records pertinent to running the business
- Product databases

General

- 1-800-4Floors
- All Edit Master Tape and Film that is in Flooring America's possession with Weintraub & Assoc. or any other advertising agency
- Any items that include proprietary marks such as pens, hat, golf balls, credit card swiss army knives, letterhead, promotional items, etc.

Informal Escrow Account

The Buyer is entitled to certain funds held in informal escrow accounts to the extent that said funds are attributable to rebates attributable to Participating Franchisees (no defined in the Order). The parties have estimated the portion of said funds attributable to current Participating Franchisees to be 73.15 percent and have determined that the amount in the escrow accounts is \$1,396,625.30 (the "Rebate Escrow Amount")

At closing, therefore, the Buyer shall receive 73.15 percent of the Rebate Escrow Amount, to wit, \$1,021,631.41 (the "Closing Rebate Funds").

As and if additional franchisees from time to time become Participating Franchisees, the amount payable to the Buyer will be adjusted to take into account the additional Participating Franchisees. The total additional amount to be paid will be equal to (a) the product of the Rebate Escrow Amount and a fraction, the numerator of which is the sum of the percentage of all Flooring America franchisees by "1999 purchase volume" who have become Participating Franchisees within six months of the Closing Date and the percentage of all GCO Franchisees by "1999 sales volume" who have become Participating Franchisees within six months of the Closing Date and the denominator of which is two, minus (b) the Closing Rebate Funds. As Flooring America and GCO franchisees become additional Participating Franchisees, the incremental amount due shall be paid.

Armstrong and Triangle Rebates

The one-third of rebates payable from Armstrong and Triangle will be divided in the same manner as the aforesaid funds. Said one-third portion is referred to as the "Armstrong Rebate."

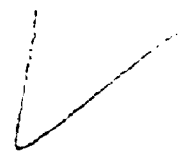
Thus, upon payment of the Armstrong Rebate, the Buyer shall receive 73.15 percent of the Armstrong Rebate, which amount is herein referred to as the "Closing Armstrong Funds."

As and if additional franchisees from time to time become Participating Franchisees, the amount payable to the Buyer will be adjusted to take into account the additional Participating Franchisees. The total additional amount to be paid will be equal to (a) the product of the Armstrong Rebate and a fraction, the numerator of which is the sum of the percentage of all Flooring America franchisees by "1999 purchase volume" who become Participating Franchisees within six months of the Closing Date and the percentage of all GCO Franchisees by "1999 sales volume" who have become Participating Franchisees within six months of the Closing Date and the denominator of which is two, minus (b) the Closing Armstrong Funds. As Flooring America and GCO franchisees become additional Participating Franchisees, the incremental amount due shall be paid.

FAI shall retain any amounts not payable to Buyer.

GCO CARPET OUTLETS, INC. NET BOOK VALUE REPORT

Co	In-Svc	Dep	Ren	Unadjusted	Salvage	Curr	Current	Accn	Ret					
SYS No	Ext	Asst	No	Date	Mech	Life	Basis + 8179	Value	Thru	Depreciation	Sec 179	Net Bk Value	Dep	
Book: Internal FY: January														
250058	000	36	ADDITION -	09/25/97	SLAM	02	00	7196.34	0.00	08/00	4302.69	0.00	2893.65	59.2
250524	000	829	NEW CONSTR	09/14/99	SLAM	09	00	3800.00	0.00	08/00	379.99	0.00	3420.01	10.0
250531	000	936	NEW OFFICE	10/08/99	SLAM	09	01	3000.00	0.00	08/00	275.00	0.00	2725.00	9.2
250532	000	957	FRAMING AN	10/11/99	SLAM	09	01	32222.63	0.00	08/00	2913.74	0.00	29268.89	9.2
250533	000	958	CONSTRUCTO	10/13/99	SLAM	09	01	3000.00	0.00	08/00	275.00	0.00	2725.00	9.2
250534	000	959	COLOR TILE	10/20/99	SLAM	09	02	404.55	0.00	08/00	33.71	0.00	370.84	8.3
250535	000	940	NEW OFFICE	10/22/99	SLAM	09	02	1500.00	0.00	08/00	135.00	0.00	1375.00	8.3
250537	000	942	TILE	11/18/99	SLAM	09	03	837.50	0.00	08/00	70.31	0.00	867.19	7.5
250538	000	943	NEW OFFICE	11/01/99	SLAM	09	02	3835.02	0.00	08/00	319.59	0.00	3515.44	8.3
250539	000	944	TOILET	12/17/99	SLAM	09	04	2126.99	0.00	08/00	141.78	0.00	1985.11	6.7
250540	000	945	UNIVERSAL	12/01/99	SLAM	09	03	9448.87	0.00	08/00	708.66	0.00	8740.21	7.5
Class LI				Count=	11		67471.86	0.00		9595.45	0.00	57886.40		
Less disposals and transfers							0.00	0.00		0.00	0.00	0.00		
Net							67471.86	0.00		9595.45	0.00	57886.40		



250021	000	1	HP LASER PRIN	08/25/93	SLAM	00	00	824.60	0.00	06/00	174.60	0.00	0.00	100.0
250022	000	2	MULTIPLEXP	10/25/93	SLAM	00	00	1491.32	0.00	06/00	1491.32	0.00	0.00	100.0
250023	000	3	TELEPHONE	08/02/94	SLAM	03	11	2331.00	0.00	08/00	1418.35	0.00	912.65	60.8
250024	000	4	SUPER VGA	08/22/94	SLAM	00	00	397.72	0.00	06/00	342.56	0.00	55.16	86.1
250025	000	5	CONFERENCE	08/30/94	SLAM	04	00	360.54	0.00	08/00	216.59	0.00	143.95	60.1
250026	000	6	COMPUTER D	09/20/94	SLAM	04	01	253.41	0.00	08/00	156.74	0.00	106.67	59.5
250027	000	7	GUEST CHA	10/01/94	SLAM	04	11	228.39	0.00	08/00	135.22	0.00	93.17	59.2
250028	000	8	PRINTER ST	10/01/94	SLAM	00	20	64.64	0.00	06/00	64.64	0.00	0.00	100.0
250029	000	9	OFFICE CHA	10/26/94	SLAM	04	32	106.67	0.00	08/00	62.43	0.00	44.24	58.5
250030	000	10	DESK & STO	04/12/95	SLAM	04	07	644.48	0.00	08/00	347.48	0.00	297.00	53.3
250031	000	11	486-66 SLC	04/14/95	SLAM	00	00	323.04	0.00	06/00	181.90	0.00	141.14	99.4
250032	000	12	EPSON DFX	04/14/95	SLAM	00	00	3276.72	0.00	05/00	3236.63	0.00	21.07	99.4
250033	000	13	COMPLETE 4	08/25/95	SLAM	00	00	1506.60	0.00	08/00	1506.60	0.00	0.00	100.0
250034	000	14	COMPLETE D	09/11/95	SLAM	00	00	1840.32	0.00	08/00	1831.14	0.00	9.18	99.5
250035	000	15	COMPLETE T	09/25/95	SLAM	00	01	1840.32	0.00	08/00	1817.00	0.00	23.32	98.7
250036	000	16	COMPLETE 4	10/19/95	SLAM	00	02	1568.32	0.00	08/00	1917.53	0.00	50.79	97.4
250037	000	17	GCO NET-DI	10/21/95	SLAM	00	02	5595.16	0.00	08/00	5444.56	0.00	150.60	97.3
250038	000	18	30 BINDER	11/01/95	SLAM	05	02	1745.36	0.00	08/00	844.45	0.00	901.91	48.4
250039	000	19	2 GANDOLF	11/01/95	SLAM	00	02	1932.64	0.00	08/00	470.25	0.00	162.29	56.7
250040	000	20	MULTI-FUNC	11/23/95	SLAM	00	03	598.49	0.00	08/00	571.59	0.00	26.90	95.5
250041	000	21	RENS - CUS	10/08/96	SLAM	03	01	5000.00	0.00	06/00	2900.27	0.00	1099.73	78.0
250042	000	22	COPIER	04/22/92	SLAM	01	09	1834.75	0.00	08/00	1571.73	0.00	313.02	83.4
250043	000	23	FAX MACHIN	04/22/92	SLAM	00	20	1359.75	0.00	10/97	1359.75	0.00	0.00	100.0
250044	000	24	COMPUTER S	05/21/92	SLAM	00	00	3740.00	0.00	10/97	3740.00	0.00	0.00	100.0
250045	000	25	TELEPHONE	09/18/92	SLAM	02	01	1170.00	0.00	06/00	926.52	0.00	243.08	79.2
250046	000	25	FAX MACHIN	09/24/91	SLAM	00	00	500.00	0.00	10/97	500.00	0.00	0.00	100.0
250047	000	27	ANSWERING	09/24/91	SLAM	00	00	125.00	0.00	10/97	125.00	0.00	0.00	100.0
250048	000	28	COMPAQ DES	11/01/96	SLAM	01	02	2049.17	0.00	08/00	1572.57	0.00	477.60	76.5
250049	000	28	DESKPRO 40	05/13/97	SLAM	01	05	2586.74	0.00	08/00	2586.74	0.00	1227.18	66.1
250050	000	30	3 WISE WIK	05/25/97	SLAM	01	08	2977.62	0.00	08/00	1964.57	0.00	1012.95	66.0
250051	000	31	3 BRIDGE S	05/26/97	SLAM	01	09	2823.00	0.00	08/00	1854.33	0.00	968.67	63.7

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Dot matrix Printer @ Louisa Park

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October 26, 2000
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GCO CARPET OUTLETS, INC. NET BOOK VALUE REPORT

Co	In-Svc	Dep	Ken	Unadjusted	Salvage	Cur	Current Accum	Sec 179	Net Bk Value	Pct	
STS No Ext Ast N: Desc	Date	Method	Life	Basis + STS	Value	Rate	Depreciation			Dep	
250052 000 32	4 DESKPRO	05/22/97	SLMM	01 09	11506.32	0.00	08/00	7547.83	0.00	1858.39	65.8
250053 000 33	4 SAMSUNG	05/22/97	SLMM	01 09	1015.20	0.00	08/00	665.95	0.00	349.25	65.8
250054 000 34	CUTTING MA	05/23/97	SLMM	05 09	46133.10 ✓	0.00	08/00	14463.16	0.00	19669.94	32.8
250055 000 35	CARPET POL	06/20/97	SLMM	01 10	350.00 ✓	0.00	08/00	224.63	0.00	125.37	64.0
250056 000 36	WENTHERN 23	06/27/97	SLMM	01 10	779.74 ✓	0.00	08/00	496.12	0.00	283.62	62.6
250057 000 37	EXTERIOR 5	07/22/97	SLMM	01 11	12951.00 ✓	0.00	08/00	8685.29	0.00	4265.71	62.3
250059 000 39	FORKLIFT	09/01/97	SLMM	07 00	41255.20 ✓	0.00	08/00	22378.44	0.00	18876.76	30.0
250450 000 500	FORKLIFT	11/21/97	SLMM	07 03	32073.84 ✓	0.00	08/00	8553.01	0.00	23520.83	26.7
250451 000 501	RUG POLZ A	12/18/97	SLMM	07 04	732.46 ✓	0.00	08/00	195.52	0.00	537.94	26.7
250473 000 60	MTP-650 FA	09/01/98	SLMM	03 00	948.70 ✓	0.00	08/00	379.48	0.00	569.22	40.0
250487 000 306	DELL 18213	10/20/98	SLMM	05 02	2119.55 w/m	0.00	08/00	555.22	0.00	1564.33	26.2
250513 000 480	DELL 12185	03/07/99	SLMM	08 06	9209.93	0.00	08/00	1381.48	0.00	7828.45	15.0
250522 000 270	CUT ORDER	12/13/94	SLMM	01 03	1922.00 ✓	0.00	08/00	1287.83	0.00	634.17	62.1
250523 000 538	SPIRAL WR	01/04/96	SLMM	02 04	1922.00 ✓	0.00	08/00	1281.86	0.00	640.14	66.7
250525 000 950	DELTA PRON	09/30/99	SLMM	09 01	2042.27	0.00	08/00	137.22	0.00	1905.05	9.2
250530 000 935	ADT ALARM	10/19/99	SLMM	09 02	2431.00 ✓	0.00	08/00	202.59	0.00	2228.41	8.3
250536 000 942	FINAL CN P	11/01/99	SLMM	09 02	4349.54 ✓	0.00	08/00	362.45	0.00	3987.09	8.3
250542 000 950	DYE COFFIN	02/08/00	SLMM	09 05	2000.00 ✓	0.00	08/00	116.56	0.00	1883.44	5.8
250543 000 951	6 60" COOR	02/01/00	SLMM	09 05	1122.50 ✓	0.00	08/00	69.55	0.00	1052.95	5.8
Class 02				Count=	50	242796.70	0.00	117846.89	0.00	124949.81	
less disposals and transfers						0.00	0.00	0.00	0.00	0.00	
Ret						242796.70	0.00	117846.89	0.00	124949.81	
Grand Total				Count=	61	310258.56	0.00	127432.35	0.00	182836.21	
less disposals and transfers						0.00	0.00	0.00	0.00	0.00	
Net						310258.56	0.00	127432.35	0.00	182836.21	

Total 6 25m 300 cc
1 Dell Computer
1 Toshiba Laptop 4010CST
 Calculation Assumptions

Book	Short Years	Adjustment Conventions
Interval	[2]	None

Asset Grouping/Sorting

Group: DISTRIBUTION CENTER-CLASS

3 changes

Include Assets that meet the following conditions:

- DIVISION is DISTRIBUTION CENTER
- Sort Assets by:
- 1 - Low 2052*
- 1 - Fox Blower*
- 1 - Low 2052*
- 1 - Printer Low set 4 Plus*
- 1 - m to ...*