



4-6-01

COV

101657751

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

1. Name of conveying party(ies):

CMI Industries, Inc.

- Individuals(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Document previously recorded at 002176/0129 on 10/12/2000 contained errors in property nos. 311,097 and 1,248,861. Document recorded to correct errors on stated reel/frame.

Execution Date: May 1, 2000

2. Name and address of receiving party(ies)

Name: **Interface Fabrics Group, Inc.**

Internal Address: **Suite 2000**

Street Address: **2859 Paces Ferry Road**

City: **Atlanta** State: **GA** Zip: **30339**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

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

RECEIVED
ASSIGNMENT DIVISION
MAY 10 2001

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

75/481,726

04/06/2001 GTON11 00000130 75481726

01 FC:481

40.00 OP

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Suite 2800

Street Address: **1100 Peachtree Street**

City: **Atlanta** State: **GA** Zip: **30309-4530**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

Valetta A. Northcutt

4/5/01

Total number of pages including cover sheet, attachments, and document:

TRADEMARK ASSIGNMENT AND USE AGREEMENT

THIS TRADEMARK ASSIGNMENT AND USE AGREEMENT ("Agreement") is entered into on May 15th, 2000 by and between INTERFACE FABRICS GROUP, INC., a Delaware corporation ("Interface"), and CMI INDUSTRIES, INC., a Delaware corporation ("CMI"), which are sometimes collectively referred to as the "Parties."

WHEREAS, the Parties and Chatham Fabrics, LLC have executed an Asset Purchase Agreement concurrently herewith (the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement provides that CMI will assign to Interface certain trademarks used in the Furniture Business and Automotive Business, as those terms are defined in the Asset Purchase Agreement; and

WHEREAS, CMI is the sole and exclusive owner of the trademarks and registrations set forth on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, CMI has the power and authority to use certain of the Trademarks on or in association with (i) furniture upholstery fabrics, fabrics for covering walls and panels, wall coverings and panel coverings of all sorts, and decorative textiles for business or home use ("Furniture Products"), (ii) fabrics used in the original equipment automotive market throughout the world, which market includes, without limitation, all transportation vehicles designed for travel on roads, including without limitation cars, light trucks, vans, minivans, pick up trucks, and sport utility vehicles manufactured by all manufacturers ("Automotive Products"), and (iii) bedding products for sale to the retail, institutional and health care markets throughout the world ("Consumer Products"); and

WHEREAS, CMI has the power and authority to grant to Interface its right, title, and interest in and to certain of the registered and/or applied for Trademarks and common law marks used on or in association with Furniture Products and Automotive Products; and

WHEREAS, the Parties are in agreement with respect to the terms and conditions on which the Parties shall use the registered and common-law Trademarks;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending legally to be bound, do promise and agree as follows:

1. Disposition of Certain Trademark Registrations
 - a. CMI will retain ownership of all right, title, and interest in and to U.S. Registration No. 311,097 for CHATHAM and U.S. Registration No. 1,248,861 (as amended per subparagraph (d) below) for CHATHAM and oval design.
 - b. CMI shall amend U.S. Registration No. 1,662,527 for CHATHAM to delete "mattress pads, fabric shells for electric blankets" and "apparel fabrics," by filing with the United States Patent and Trademark Office (the "PTO") a Post-Registration Amendment substantially in the form of Exhibit B.

- c. CMI shall amend U.S. Registration No. 705,014 for the mark CHATHAM and oval design to delete "blankets and women's wear apparel cloth, men's wear apparel cloth," by filing with the PTO a Post-Registration Amendment substantially in the form of Exhibit C.
- d. CMI shall amend U.S. Registration No. 1,248,861 for the mark CHATHAM (and oval design) to delete "fabrics for mops, fabrics for covering commercial and residential walls and room partitions, fabrics for covering luggage, casement fabrics, and drapery fabrics," by filing with the PTO a Post-Registration Amendment substantially in the form of Exhibit D.

2. Assignment of Certain Trademarks. CMI assigns to Interface all its right, title and interest in and to the following trademarks, together with the good will of the business symbolized by the marks, and all causes of action and claims based on past actions or infringement related to the marks:

CHATHAM (Reg. No. 1,662,527) (as amended);
CHATHAM and design (Reg. No. 715,014) (as amended);
Design (Reg. No. 2,222,647);
CHATHAM (stylized) (Serial No. 75/778,986); and
SHENEELE (Serial No. 75/481,726).

3. Assignment of Common Law Trademarks and Future Use Thereof. The Parties agree as follows with regard to all rights in the common law names and marks owned by CMI with respect to the marks that are the subject of the foregoing assignment and the additional common law names and marks shown in Schedule A hereto:

- a. CMI assigns to Interface all right, title, and interest in and to the marks CHATHAM and CHATHAM (and oval design) in the field of furniture upholstery fabrics, fabrics for covering walls and panels, wall coverings and panel coverings of all sorts, and decorative textiles for business or home use and automotive upholstery fabrics, together with the good will of the business symbolized by the marks, and all causes of action and claims based on past actions or infringement related to the marks.
- b. CMI assigns to Interface all right, title, and interest in and to the marks SHENEELE, CHATHAM HOME, CHATHAM CONTRACT and CHATHAM FABRICS, and the design versions of the marks CHATHAM HOME and CHATHAM CONTRACT and CHATHAM FABRICS, together with the good will of the business symbolized by the marks, and all causes of action and claims based on past actions or infringement related to the marks. CMI agrees to cease and desist from use of these marks.
- c. CMI assigns to Interface all right, title, and interest in and to the marks CHATHAM AUTOMOTIVE and CHATHAM AUTOMOTIVE TEXTILES,

together with the good will of the business symbolized by the marks, and all causes of action and claims based on past actions or infringement related to the marks.

- d. CMI will retain ownership of the common-law marks CHATHAM SINCE 1877 and CHATHAM QUALITY SINCE 1877 either in word mark form or in combination with the mark CHATHAM (and oval design). Interface will make no use of the common-law marks CHATHAM SINCE 1877 and CHATHAM QUALITY SINCE 1877.
- e. CMI and its successors, licensees, and assigns may (i) use and apply to register any name and mark including the term CHATHAM for use in relation to Consumer Products; and (ii) use and apply to register any name and mark including the term CHATHAM in connection with Automotive Products as set forth in the Exclusive Trademark License Agreement. Interface agrees to take or cause to be taken, promptly upon the request of CMI or such successor or assign, all reasonable and necessary steps and actions, including without limitation, in any proceeding before the PTO, to assist CMI or such successor or assign in using or pursuing the registration of any such name or mark (including, without limitation, by providing a written consent if required by the PTO), all of the reasonable expenses of which shall be reimbursed by CMI or such successor or assign upon the demand of Interface.
- f. Interface may use and apply to register the mark CHATHAM in any form (including, but not limited to, word mark form, in combination with the oval design and the stylized lettering used for the automotive upholstery business, and as used in the marks CHATHAM HOME and design and CHATHAM CONTRACT and design) anywhere in the world, and for any goods or services except home bedding products. CMI agrees to take or cause to be taken, promptly upon the request of Interface or such successor or assign, all reasonable and necessary steps and actions, including without limitation, in any proceeding before the PTO, to assist Interface or such successor or assign in using or pursuing the registration of any such name or mark (including, without limitation, by providing a written consent if required by the PTO), all of the reasonable expenses of which shall be reimbursed by Interface or such successor or assign upon the demand of CMI.

4. Cooperation. The Parties will cooperate in taking all appropriate actions to avoid any likelihood of confusion of customers or the public and in taking action against any third-party infringers. Both Parties shall take all reasonable steps to avoid tarnishing the good will and reputation of the CHATHAM marks provided, however, that this provision shall not give either of the Parties a claim for monetary relief.

5. Confirmation. Interface hereby confirms to CMI that any lawful use by CMI or its successor or assign of the retained marks does not violate the rights of Interface under the assigned marks, and CMI hereby confirms to Interface that any lawful use by Interface or its successor or assign of the assigned marks does not violate the rights of CMI under the retained marks.

6. Agreement Binding on Successors. The provisions of the Agreement shall be binding on and shall inure to the benefit of the parties herein, and their heirs, administrators, successors, and assigns.

7. Assignability. CMI and its successors and assigns may freely assign its rights and obligations under this Agreement with respect to Consumer Products to a purchaser of all or substantially all of CMI's or its successor or assign's Consumer Products Business (as defined in the Asset Purchase Agreement) upon written notice to Interface or its successor or assign. Interface or its successor or assign may freely assign its rights and obligations under this Agreement upon written notice to CMI or its successor or assign.

8. Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

9. Jurisdiction of Disputes, Arbitration

A. This Agreement shall be governed in accordance with laws of the State of Georgia, without regard to conflict of laws principles.

B. In the event any disputes, controversies or claims relating to the rights and obligations of the Parties under, and to the transactions contemplated by, this Agreement (the "Dispute") shall be submitted to a panel of three arbitrators (one selected by CMI, one selected by Interface, and one selected jointly by the two so selected). Said panel of arbitrators shall be selected within thirty (30) days of submission of the Dispute to arbitration. Unless the Parties otherwise mutually agree, such arbitration shall be held in Atlanta, Georgia in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association. Unless extended or modified by the mutual consent of the Parties or by the determination of the arbitrators that the circumstances warrant a different treatment: the hearing on the Dispute shall be held within sixty (60) days after selection of the arbitrator or panel of arbitrators occurs; thirty (30) days prior to the hearing, each Party shall furnish to the other Party a list of anticipated witnesses and a list of anticipated exhibits, together with a copy of each exhibit; the arbitrator(s) shall render a decision resolving the Dispute within fifty (50) days of the conclusion of the arbitration hearing. Such decision shall be final and binding on the Parties. Judgment upon the award may be entered in any court having competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

10. Integration. This Agreement and the Asset Purchase Agreement and the Trademark License Agreement executed concurrently herewith constitute the entire understanding of the Parties as to the subject matter hereof and shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement.

CMI INDUSTRIES, INC.

By: Joseph L. Gorge
Title: C.E.O.

INTERFACE FABRICS GROUP, INC.

By: Benjamin E. Ivers
Title: VP Finance

TRADEMARK ASSIGNMENT

SCHEDULE A

Registrations:

Mark	Reg. No.	Reg. Date	Class
CHATHAM	311,097	March 13, 1934	24
CHATHAM & Design	705,014	September 27, 1960	24
CHATHAM & Design	1,248,861	August 23, 1983	10, 24
CHATHAM	1,662,527	October 29, 1991	24
(Design)	2,222,647	February 9, 1999	24

Applications:

Mark	Reg. No.	Filed	Class
SHENEELE	75/481,726	January 1, 1998	24
CHATHAM (Stylized)	75/778,986	August 19, 1999	24

Common Law Marks (to be assigned to Interface):

CHATHAM FABRICS
 CHATHAM HOME
 CHATHAM CONTRACT
 CHATHAM AUTOMOTIVE
 CHATHAM AUTOMOTIVE TEXTILES

Chatham HOME.



SHENEELE™



Common Law Marks (to be Retained by CMD):

CHATHAM SINCE 1877
 CHATHAM QUALITY SINCE 1877

