



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

1. Name of conveying party(ies):
CMI Industries, Inc. *3.16.01*

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

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

A. Trademark Application No.(s)
76/051,014

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 *Valetta Northcutt* 3/9/01
Name of Person Signing Signature Date

04/05/2001 DBYRNE 00000304 76051014 Total number of pages including cover sheet, attachments, and document 5

01 FDF481 40.00 DP

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made between CMI Industries, Inc., a company organized under the laws of the State of Delaware, with its principal place of business at 1301 Gervais Street, Columbia, South Carolina 29201 ("Assignor") and Interface Fabrics Group, Inc., a corporation organized under the laws of the State of Delaware, with its principal place of business at 2859 Paces Ferry Road, Suite 2979, Atlanta, Georgia 30339 ("Assignee").

WHEREAS, Assignor and Assignee executed an Asset Purchase Agreement on May 1, 2000, through which Assignee purchased certain of Assignor's assets and business and which further provided that Assignor would assign to Assignee all trademarks used in connection therewith;

WHEREAS, in furtherance of the Asset Purchase Agreement, Assignor and Assignee executed on May 1, 2000, a Trademark Assignment and Use Agreement which included all marks heretofore identified as pertaining to that portion of Assignor's business which was being purchased by Assignee;

WHEREAS, Assignor and Assignee intended to include the MAGELLAN COLLECTION mark (the "Trademark") in the referenced transfer but, due to administrative error, the Trademark was not included on the schedule to the Trademark Assignment and Use Agreement;

WHEREAS, Assignor filed an application for the Trademark after the execution of the Asset Purchase Agreement and the Trademark Assignment and Use Agreement; and

WHEREAS, said application was filed on May 18, 2000 for "upholstery fabric" and was assigned Serial No. 76/051,014 (the "Application").

NOW THEREFORE, in consideration for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest it has or may have in and to the Trademark together with the good will of the business symbolized by the Trademark and with which the Trademark is associated, with the right to recover for damages and profits and all other remedies for past infringement thereof.

2. Assignor shall execute and deliver to Assignee a Notice of Abandonment of the Application and Power of Attorney in the forms attached as Exhibits A and B hereto within five (5) business days of executing this Assignment Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized representatives.

ASSIGNOR

By: 

Title: CFO

Date: 2-21-01

ASSIGNEE

By: 

Title: Vice President Finance

Date: 2/20/01