

05-15-2001



101716800

TRADEMARK

5-7-01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

1-7-01

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)

05/14/2001 10:14:21 00000126 75505009

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

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

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)

**Correspondent Name and Address**

Area code and Telephone Number

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.

**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. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

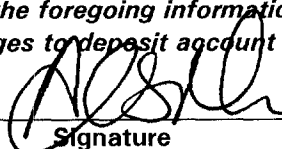
If insufficient, please debit Deposit Account Number: #

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.

Name of Person Signing

  
Signature

Date

# EXHIBIT A

## UNITED STATES APPLICATIONS & REGISTRATIONS

MARK	REG. / APP. NO.
CARASILLE (Stylized)	75/585,809
CARISELLE BY RAINY LAWRENCE AND DESIGN	2,265,736
CARPETLAND	972,069
CARPETLAND USA	972,070
CARPETLAND USA (Stylized)	852,938
CARPET MAX	1,583,764
CARPET MAX (Stylized)	2,123,486
CARPET MAX (Stylized)	2,121,428
CARPETMAX	1,859,007
CARPETMAX	1,843,048
CARPETMAX - THE NATIONAL CARPET EXCHANGE	1,616,209
CARPETMAX FLOORING IDEA GALLERY AND DESIGN	2,168,454
CARPETMAX MAKING A WORLD OF DIFFERENCE AND DESIGN	1,873,957
CARPETMAX MAKING A WORLD OF DIFFERENCE AND DESIGN	1,862,102
CARPETMAX SATELLITE NETWORK AND DESIGN	2,198,357
CARPETSMART	2,173,871
CARPETIME AND DESIGN	1,903,215
CERTIFIED HCC HEALTH CARE CARPETS	1,863,793
C USA (Stylized)	1,076,686
EVERYTHING DÉCOR.COM (Stylized)	75/769,527
EVERYTHINGDECOR NETWORK	75,833,920
FLOORING AMERICA AND DESIGN	75/731,927
FLOORING AMERICA	75/693,544
FLOORING AMERICA AND DESIGN	75/731,928
FOOTPRINT FIGHTERS	1,405,943
LIFE, SET THE STAGE FOR IT	75/930,744
MAKING A WORLD OF DIFFERENCE	1,843,344
MAKING A WORLD OF DIFFERENCE	1,863,792
MAXCARE PROFESSIONAL CLEANING SYSTEMS MAX AND DESIGN	2,192,827
MAXCARE	2,308,594
MAXCARE	2,192,828
MAXCARE PROFESSIONAL CLEANING SYSTEMS MAX AND DESIGN	2,323,077
NEW YORK CARPET WORLD AND DESIGN	2,103,493
NEW YORK CARPET WORLD	1,210,903
REEDY CARPET & TILE	1,878,995
REEDY (Stylized)	1,874,378
SMARTCHOICE ASSURANCE	1,976,356
SMARTCHOICE	1,871,709
THE DÉCOR EXCHANGE	76/143,348
WALTER	1,188,757

**NUNC PRO TUNC TRADEMARK AND TRADE NAME ASSIGNMENT**

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into effective as of November 13, 2000, ("Effective Date"), by and between Carpet Co-Op of America, Inc., a Delaware corporation ("Assignor") and FA Management Enterprises, Inc., a Delaware corporation.

WHEREAS, Assignor is the owner of all rights in certain trademarks, trademark registrations and trade names which are described in Exhibit A, attached (the "Marks");

WHEREAS, Assignee is desirous of obtaining all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used; and

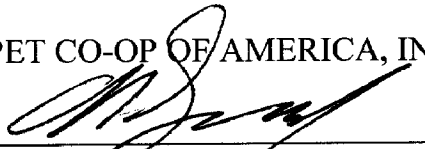
WHEREAS, Assignor is desirous of transferring all its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, for the United States, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States or any official of any country or countries foreign to the United States whose duty it is to register trademarks to record Assignee as the assignee and owner of the Marks.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

CARPET CO-OP OF AMERICA, INC.

  
\_\_\_\_\_  
Printed Name: Alan D. Greenberg  
Title: Co-CEO