

11-02-2001

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101892037

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

1. Name of conveying party(ies): 10/23/01
Dal-Tile Cororation, a Pennsylvania corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Dal-Elit, L.P.
Internal
Address: _____
Street Address: 7834 C. F. Hawn Freeway
City: Dallas State: Texas Zip: 75217
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Texas limited partnership
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 29, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached list
Additional number(s) attached Yes No

10-23-2001
U.S. Patent & TMO/TM Mail Rcpt Dt. #11

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Todd E. Albanesi
Internal Address: _____
Street Address: Crutsinger & Booth
1601 Elm Street, Suite 1950
City: Dallas State: Texas Zip: 75201-4744

6. Total number of applications and registrations involved: 51
7. Total fee (37 CFR 3.41).....\$ 1,290.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
03-3840
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Todd E. Albanesi October 23, 2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/01/2001 6T0M11 00000057 045389
01 FC:481 40.00 DP
02 FC:482 1250.00 DP

TRADEMARK
REEL: 002385 FRAME: 0901

**DAL-TILE CORPORATION
SCHEDULE OF CURRENT
TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
1. A.E. T. CO. (Stylized Letters)	45,389
2. A. E. TILE CO.	45,425
3. AMERICAN	874,547
4. AMERICAN OLEAN (Stylized Letters)	1,573,385
5. AMERICAN OLEAN and Design	725,234
6. ANCHOR-BAK	1,314,628
7. CERAMIC CLASSICS	791,269
8. CERAMIC EXCITEMENT CENTER	1,372,588
9. CLEARTONES	1,270,773
10. CRYSTALLINE	1,126,111
11. DAKOTA	2,149,366
12. DAL-DURAFLOOR	1,367,640
13. DAL-MONTE	806,588
14. DAL-TILE	502,630
15. DAL-TILE and Design	2,169,908
16. DECORATING EXAMPLER	1,430,204
17. DESIGNER ACCENTS	1,329,606
18. DIMENSIONS	1,305,034
19. EASY SET	1,019,407
20. EGYPTSTONES	1,816,892
21. ELEGANCE	1,383,392
22. FRENCH QUARTER	1,999,666
23. GOLD RUSH	2,044,459
24. HOME SOURCE	2,123,096
25. LOCK-BAK	1,289,040
26. MASTER-SET	696,627
27. MASTER-TRIM	788,633
28. MIX & MATCHABLES	1,826,369
29. MURRAY	809,107
30. P and Design	756,663
31. PROVENCE	2,156,656
32. QUARRY GUARD	1,550,983
33. QUARRY MESA	1,366,692
34. QUARRY NATURALS	1,190,702
35. QUARRYSTREAM	1,528,269
36. RADIANCE	1,392,374
37. REDI-SET	966,378
38. SATINGLO	1,488,473
39. SHADOW FLASH	262,732

**DAL-TILE CORPORATION
SCHEDULE OF CURRENT
TRADEMARK REGISTRATIONS**

	<u>MARK</u>	<u>REGISTRATION NO.</u>
40.	SIENA	1,195,722
41.	SIGNATURE TILE	757,145
42.	SPACE-RITE	868,904
43.	SUBTLE STEPS	1,755,340
44.	SUEDETONES	1,371,314
45.	SURE STEP	1,696,110
46.	TERRA PAVER	1,432,960
47.	TERRA VITRA	855,810
48.	TRANSIT TILE	1,342,655
49.	ULTRA PAVER	1,280,755
50.	WHISPER COLORS	1,325,851
51.	WHISPER PATTERNS	1,384,304

DAL-TILE CORPORATION

ASSET ASSIGNMENT AGREEMENT

This Asset Assignment Agreement is made and entered into effective as of the 29 day of May, 2000, by and between Dal-Tile Corporation, a Pennsylvania corporation, (the "Assignor") and Dal-Elit, L.P., a Texas limited partnership, (the "Assignee").

Whereas, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, all of the Assignor's right, title, and interest in and to Assignor's intellectual property, including, without limitation, patent, trademark, copyright, and tradeseecrets, domestic or foreign, and including, without limitation, the intellectual property specifically identified on Attachment A hereto. Regarding Assignor's registered trademarks, Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the registered trademarks, together with the business goodwill symbolized by each of the trademarks, and the registrations for each of the registered trademarks. Regarding Assignor's unregistered, common law trademark rights, Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the unregistered trademarks together with the business goodwill symbolized by the each of the unregistered trademarks. Furthermore, Assignor hereby assigns and transfers to the Assignee, all of the Assignor's rights for any past infringement of any of Assignor's intellectual property.

The Assignor agrees to indemnify, defend, and hold the Assignee harmless from any loss, liability, or damage arising from any breach by the Assignor of its obligations pertaining to said assets occurring prior to the date hereof.

The Assignee hereby accepts the Asset Assignment Agreement, assumes all of the Assignor's obligations pertaining to said assets arising or occurring from and after the date hereof, and agrees to indemnify, defend, and hold the Assignor harmless from any loss, liability, or damage arising from any breach by the Assignee of its obligations pertaining to said assets after the date hereof.

Dal-Tile Corporation

By: Mark Soles

Name: MARK A. Soles

Title: VICE PRESIDENT

ACCEPTANCE:

The above Asset Assignment Agreement from Dal-Tile Corporation, the Assignor, to Dal-Elit, L.P., the Assignee, is hereby accepted.

DTG Tile Corp.

General Partner of Dal-Elit, L.P.

By: W. Christopher Wellborn

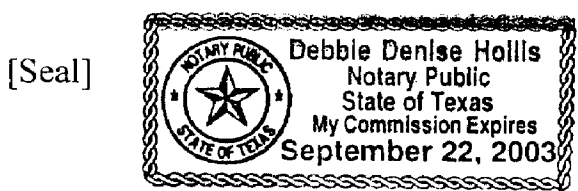
Name: W. Christopher Wellborn

Title: Exec. Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, in and for said State, on this day personally appeared MREK SOUS of Dal-Tile Corporation, and Chris Wellborn of DTG Tile Corp., General Partner of Dal-Elit, L.P., known to me to be the persons whose names are subscribed to the foregoing Asset Assignment Agreement and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of December, A.D., 2000.



Print Notary Name
DEBBIE DENISE HOLLIS
Debbie Denise Hollis
Notary Public in and for the
State of Texas

My Commission expires: 9/22/03

ATTACHMENT A

· See attached listing of intellectual property

LICENSES TO PATENTS

PATENT NAME	SERIAL NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE	NEXT ACTION DUE / DATE
Method Of Applying A Ceramic Image To A Complex Ceramic Article (US)	08/120,695	9/10/93	5418,041	5/23/95	Maintenance Fee due 5/23/2002
Method Of Applying A Ceramic Image To A Complex Ceramic Article and the Resulting Article (Canada)	2,095,493	5/4/93	Not issued	N/A	Annuity due 5/4/2001
Method Of Applying A Ceramic Image To A Complex Ceramic Article (Italy)	M193A000987	Unknown	1264449	Unknown	Annuity due 5/14/2001

TRADEMARKS REGISTERED IN U.S. PATENT AND TRADEMARK OFFICE

TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
A.E. Tile Co.	1880	71/000,884	45,425	8/15/05	Renewal due 8/15/2005
A.E.T. Co.	1880	71/000,885	45,389	8/15/05	Renewal due 8/15/2005
Am. Olean & Design	12/58	72/116,860	725,234	12/19/61	Renewal due 12/19/2001
American Olean	12/28/88	73/790,176	1,573,385	12/26/89	Renewal due 12/26/2009
American	2/18/57	72/311,000	874,547	8/12/69	Renewal due 8/12/2009
Anchor-Bak	3/15/83	73/419,611	1,314,628	1/15/85	Renewal due 1/15/2005
Ceramic Classics	1/17/64	72/185,347	719,269	1/22/65	Renewal due 1/22/2005
Ceramic Entertainment Center	4/24/85	73/540,452	1,372,588	11/26/85	Renewal due 11/26/2005
Clearline	1/12/61	72/112,068	722,750	10/17/61	Renewal due 10/17/2001
Cleartones	11/23/82	73/409,716	1,270,773	3/20/84	Renewal due 3/20/2004
Combinations	10/26/92	74/389,899	1,852,408	9/6/94	Sec. 8 & 15 Decl. due 9/6/2000
Crystalline	7/21/78	73/185,508	1,126,111	10/16/79	Renewal due 10/16/2009
Dakota	1/26/96	75/270,229	2,149,366	4/7/98	Sec. 8 & 15 Decl. due 4/7/2004
Dal Tile	6/3/47	71/529,883	502,630	10/5/48	Renewal due 10/5/2008
Dal Tile & Design	1/96	74/735,090	2,169,908	6/30/98	Sec. 8 & 15 Decl. due 6/30/2004
Dal Duraflor	6/30/84	73/522,313	1,367,640	10/29/85	Renewal due 10/29/2005
Dal-Monte	6/1/56	72/208,044	806,588	4/5/66	Renewal due 4/5/2006
Decorating Example	1/13/86	73/591,589	1,430,204	2/4/87	Renewal due 2/4/2007
Dektones	3/20/81	73/305,916	1,202,720	7/27/82	Renewal due 7/27/2002
Designer Accents	6/1/84	73/487,879	1,329,606	4/9/85	Renewal due 4/9/2005
TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
Dimensions	4/29/83	73/427,049	1,305,034	11/13/84	Renewal due 11/13/2004

DAL-TILE CORPORATION - TRADEMARKS REGISTERED IN U.S. PATENT OFFICE

Easy Set	5/22/74	73/025,066	1,019,407	9/2/75	Renewal due 9/2/2005
Egyptstones	8/14/92	74/389,897	1,816,892	1/18/94	Renewal due 1/18/2004
Elegance	4/16/85	73/541,753	1,383,392	1/18/86	Renewal due 2/18/2006
Encore	9/15/60	72/105,205	724,685	12/5/61	Renewal due 12/5/2001
French Quarter	2/95	74/725,931	1,999,666	9/10/96	Sec. 8 & 15 Decl. due 9/10/02
Glazetones	3/20/81	73/305,914	1,202,718	7/27/82	Renewal due 7/27/2002
Gold Rush Series	2/1/95	74/621,866	2,044,459	3/11/97	Sec. 8 & 15 Decl. due 3/11/03
Granitones	3/20/81	73/305,915	1,202,719	7/27/82	Renewal due 7/27/2002
Home Source	7/95	75/139,985	2,132,096	12/23/97	Sec. 8 & 15 Decl. due 12/23/2003
Lock-Bak	12/21/82	73/416,662	1,289,040	8/7/84	Renewal due 8/7/2004
Master-Set	7/14/59	72/078,104	696,627	4/26/60	Renewal due 4/26/2010
Master-Trim	10/18/63	72/185,348	788,633	4/27/65	Renewal due 4/27/2005
Mix & Matchables	11/22/91	74/252,756	1,826,369	3/15/94	Renewal due 3/15/2004
Murray	6/20/21	72/208,428	809,107	5/31/66	Renewal due 5/31/2006
P and Design	10/1/61	72/154,510	756,663	9/17/63	Renewal due 9/17/2003
Primitive	3/4/70	72/354,570	898,101	9/8/70	Renewal due 9/8/2000
Provence	1/26/96	75/270,559	2,156,656	5/12/98	Sec. 8 & 15 Decl. due 5/12/2004
Quarry Mesa	11/8/84	73/524,263	1,366,692	10/22/85	Renewal due 10/22/2005
Quarry Guard	1/7/88	73/753,959	1,550,983	8/8/89	Renewal due 8/8/2009
Quarry Naturals	8/6/80	73/279,608	1,190,702	2/23/82	Renewal due 2/23/2002
TRADEMA RK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
Quarrystream	7/26/88	73/751,354	1,528,269	3/7/89	Renewal due 3/7/2009

DAL-TILE CORPORATION - TRADEMARKS REGISTERED IN U.S. PATENT OFFICE

Radiance	7/25/85	73/555,527	1,392,374	5/6/86	Renewal due 5/6/2006
Redi-Set	10/29/62	72/386,555	966,378	8/21/73	Renewal due 8/21/2003
Satinglo	10/3/86	73/685,044	1,488,473	5/17/88	Renewal due 5/17/2008
Shadow Flash	4/1/29	71/281,977	262,732	10/22/29	Renewal due 10/22/2009
Siera	1/18/80	73/249,589	1,195,722	5/18/82	Renewal due 5/18/2002
Signataure Tile	5/31/62	72/154,509	757,145	9/24/63	Renewal due 9/24/2003
Space-Rite	3/7/68	72/297,213	868,904	5/16/69	Renewal due 5/16/2009
Subtle Steps	1/5/92	74/292,090	1,755,340	3/2/93	Renewal due 3/2/2003
Suedetones	4/30/85	73/540,506	1,371,314	11/19/85	Renewal due 11/19/2005
Sure Step	12/21/90	74/194,420	1,696,110	6/23/92	Renewal due 6/23/2002
Terra Paver	6/10/86	73/610,872	1,432,960	3/17/87	Renewal due 3/17/2007
Terra Vitra	8/31/38	72/289,466	855,810	9/3/68	Renewal due 9/13/2008
Texline	1/12/61	72/112,069	722,751	10/17/61	Renewal due 10/17/2001
Transit Tile	11/11/83	73/456,570	1,342,655	6/18/85	Renewal due 6/18/2005
Tuscany	11/6/69	72/345,582	932,069	11/2/71	Renewal due 11/2/2001
Ultrapaver	11/9/82	73/408,818	1,280,755	6/5/84	Renewal due 6/5/2004
Whisper Colors	3/30/84	73/477,319	1,325,851	3/19/85	Renewal due 3/19/2005
Whisper Patterns	4/11/85	73/540,507	1,384,304	2/15/96	Renewal due 2/15/2006

UNREGISTERED TRADEMARKS

Accentials	Edgefield	Permabrites
Accessories	Fashion Accents	Permatones
Acropolis	Fiorito	Polaris
African Slate	Fiorito Porcelain	Pompeii
Alabaster	Fossilia	Porcealto
Alabaster	Glass Mosaics	Porcelain Egyptstones
Antica Roma	Glazed Porcelain Satinbrites	Porcelain Pool and Spa Tile
Antica Roma Porcelain	Glazed Porcelain Satinglo	Pordealto
Apalladio	Glazed Wall Trim & Bath	Premier
Aquarium	Gothic	Provence
Aquatica	Hand-Painted Murals	Quarry Coping
Artica	Indian Creek	Quarry Textures
Avellino	Integra	Quarry Tile
Azteca Sunset	Islandia	Quarry Tile Trim & Maintenance
Basalto Porcelain	Keystones	Riverwalk
Basalto	Kountry Klassics	Rocky Mountain Porcelain
Bellagio	La Paz	Rocky Mountain Shadow Stone
Bergamo	La Playa	Rustica
Borgo Antico	Landscape	Sandy Ridge
Bright	Landscape Porcelain	Satinbrites
Calabria	Landscape Rocky Mountain	Saxony
Callista	Laredo	Scabos
Calypso	Large-Format Ceramic Granite	Sedona
Calypso Porcelain Pool Tile	LeTerre	Selce
Castillo	Limestone	Semi-Gloss
Ceramic Design	Liners	Shadow Stone
Ceramic Granite	Lithos	Sierra
Ceramic Granite Porcelain	Marmol	Sizzle Strips
Ceramic Porcelain Pool Markers	Martinique	Specialty Instalation
Classics	Matte	Spectrastone
Colormatch	Messina	Sedona
Cordova	Monte Carlo	Stonehaven
Corinth	Montello	Stoneworks
Cotto Antico	Montesano	Stoney Creek
Crystal Flame	Mosaic Tile Trim	Subtle Steps II
Crystalitex	Mountain Quarry	Subtle Steps Stone
Crystalline II	Mounted Tile Assemblies	Suretread & Pavers
Crystalline II Octagon & Dot	Musica	Terra Granite
Crystaltex	Mythos	Textures 1000
Cultura	Natural Hues	Tibur Stone
Cultura Porcelain	Natural Slate	Trentine
Designer Elegance	Nile Stone	Triad Granite
Designer	Overtures	Triad Marble
Designer Steps	Padua	Tropez
Diamonds	Palladio	Unglazed Ceramic Mosaics
Durascape	Pantheon	Vendome
Earthenware	Parisian	Villa Capri

TRADEMARK

REEL: 002385 FRAME: 0912

DAL-TILE CORPORATION - UNREGISTERED MARKS

Village Bend
Vitrestone
Walltile Trim
Warwick
Water Fossils
Water Gems
Water Visions
Waterjet Capabilities
Windomere
Windsor