

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

11-06-2001



101893766

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

AUG 28 2001

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

1. Name of conveying party(ies):

Mohawk Brands Inc. 8-28-01

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: Aladdin Manufacturing Corporation

Internal

Address: Suzanne Alcocer

Street Address: 160 South Industrial Blvd

City: Calhoun State: GA Zip: 30703

- 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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

76044861

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

Name: Mohawk Carpet Corporation

Internal Address: Suzanne Alcocer

Street Address: 160 South Industrial Blvd

P.O. Box 12069

City: Calhoun State: GA Zip: 30703

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41) \$ 1,165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500363

(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.

Suzanne W. Alcocer

Name of Person Signing

[Signature]

Signature

8/28/01

Date

08/31/2001 DRYNE 00000114 500363 76044861 Number of pages including cover sheet, attachments, and document: 1

01 FC:481 40.00 CH
02 FC:482 1125.00 CH

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

AttachmentMarks

<u>Name</u>	<u>Application #</u>
AQUADUCT	76/044861
ARLINGTON	78/041514
ASHTON BY MOHAWK	76/101075
BROOKFIELD BY MOHAWK	76/101020
CASUAL EXPRESSIONS	78/037692
COLOR ECSTASY	76/162756
COMFORT LIVING COLLECTION	75/844471
DOORKEEPER	76/037334
DOORSCAPES	76/037335
ELEMENTS	76/044862
FASHION DESIGNS	76/160148
FASHION STATEMENT	78/037699
HILLSBORO	75/901773
INNOVATIONS BY MOHAWK	76/125041
INSCRIPTIONS	76/162757
KARABAC	75/924902
KID GUARD	75/722667
LEXINGTON	75/901772
MAHIRA	76/143930
MOHAWK	75/924901
MOHAWK ADVANTAGE PROGRAM	75/924974
MOHAWK CLASSIC COLLECTION	78/037704
MOHAWK FLOORWORKS	75/381767
MOHAWK HOME	78/039846
MOHAWK RUG & TEXTILE PASHMILLE	76/130276
MOHAWK SIGNATURE SERIES	76/084303
MOHAWK TEAM SERVICES	75/924818
MONTEBELLO	78/040679
MONTEREY BY MOHAWK	76/100695
MPACT	76/008272
MPACT GOLD	76/008010
NEW HAVEN	78/040614
PERSIAN RENAISSANCE	76/138746
PET PROOF	75/637666
PROFESSIONAL CHOICE	75/924973
PROVIDENCE	78/040682
QUICK2YOU BY MOHAWK	78/044901
REGENCY GRAND	75/745767
SNAP TECH BY MOHAWK	76/083383
SOMETHING SPECIAL	76/162755
SPICED MAPLE	75/901732
STONEBRIDGE	76/111258
SUNWASH	76/138741
TURNBERRY	75/901735
WELLESLEY	78/041518
WELLINGTON BY MOHAWK	76/100443

TRADEMARK ASSIGNMENT

Mohawk Brands, Inc., a corporation of the State of Delaware, with its principal place of business at 300 Delaware Ave. Suite 900 Wilmington, DE (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Aladdin Manufacturing Corporation, a corporation of the State of Delaware, with its principal place of business at 160 South Industrial Blvd. Calhoun, GA (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE'S name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part

shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.S.T.), August ~~26~~ 2001.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.S.T.), August ~~28~~ 2001.

MOHAWK BRANDS, INC.

By: [Signature]

Name: Lisa M. Oakes

Title: Secretary & Asst. Treasurer

STATE OF Delaware §

COUNTY OF New Castle §

On this 21 day of March, 2001 before me, a Notary Public in and for the State and County aforesaid, personally appeared Lisa M. Oakes, known by me to be the person of the above name and an officer of **Mohawk Brands, Inc.** duly authorized to execute this Trademark Assignment on behalf of **Mohawk Brands, Inc.** who signed and executed the foregoing instrument on behalf of **Mohawk Brands, Inc.**

[Signature]
Notary Public

My Commission Expires: _____

KAREN M. HUMPHREY
NOTARY PUBLIC, STATE OF DELAWARE
My Commission Expires August 26, 2001

KAREN M. HUMPHREY
NOTARY PUBLIC, STATE OF DELAWARE
My Commission Expires August 26, 2001

Aladdin Manufacturing Corporation

By: Frank H Boykin

Name: Frank H Boykin

Title: Vice President & Corp Controller

STATE OF Georgia §

COUNTY OF Cobb §

On this 29th day of March, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared FRANK H. BOYKIN, known by me to be the person of the above name and an officer of **Aladdin Manufacturing Corporation**, duly authorized to execute this Trademark Assignment on behalf of **Aladdin Manufacturing Corporation**, who signed and executed the foregoing instrument on behalf of **Aladdin Manufacturing Corporation**.

Christi R. Scarlino

Notary Public

My Commission Expires Notary Public, Cobb County, Georgia
My Commission Expires October 6, 2002