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U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

1. Name of conveying party(ies): Rug Doctor, Inc  
12-10-01  
 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: Rug Doctor, L.P.  
Internal  
Address: 4701 Old Shepard Place  
Street Address: \_\_\_\_\_  
City: Plano State: Texas Zip: 75093  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: 8/2/88

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,187,303; 1,486,473; 1,337,172  
1,134,876; 1,210,018; 1,348,567  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
1,187,303; 1,486,473; 1,337,172  
1,134,876; 1,210,018; 1,348,567  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Rug Doctor, L.P.  
Internal Address: 4701 Old Shepard Place  
Street Address: \_\_\_\_\_  
City: Plano State: Texas Zip: 75093

6. Total number of applications and registrations involved: ..... 6  
7. Total fee (37 CFR 3.41)..... \$ 165.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(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.*  
Tim Davidian  
Name of Person Signing      Tim Davidian      11/29/01  
Signature      Date  
Total number of pages including cover sheet, attachments, and document: 8

12/13/2001 LNUELLER 00000095 1187303  
40.00  
125.00

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

TRADEMARK  
REEL: 002407 FRAME: 0992



12-10-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated August 2, 1988, by and between Rug Doctor, Inc., a California corporation (the "Assignor"), and Rug Doctor, L.P., a Delaware limited partnership (the "Assignee").

The Assignor, as the general partner of the Assignee, has agreed pursuant to the Amended and Restated Limited Partnership Agreement dated as of April 13, 1988 (the "Partnership Agreement"), to assign, transfer and convey to the Assignee substantially all the assets, property and business of the Assignor (with the exception of \$2,000,000 cash) as the initial capital contribution of the Assignor to the capital of the Assignee, and the Assignee has agreed to assume all the obligations and liabilities of the Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assets. Pursuant to the aforementioned authorization and in consideration of the premises and in order to carry out the terms of the Partnership Agreement, the Assignor by this instrument does convey, grant, bargain, transfer, set over, assign, release, deliver and confirm unto the Assignee, its successors and assigns, forever (subject to any lien, encumbrance or charge arising from any liability or obligation of the Assignor other than any lien, encumbrance or charge specifically retained by the Assignor hereunder) all

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right, title and interest in or to the assets, properties, business and good will of the Assignor, except asset forth in Paragraph 2 hereof, of every kind and nature whatsoever, tangible or intangible, real, personal and mixed wherever located and whether in the possession of the Assignor or in transit or in the possession of any other person, firm or corporation, including without limitation the following:

(a) all claims, demands, judgments, rights, causes of action, equities, accounts receivable, bills and notes receivable, credits, cash on hand and in banks, bonds, shares of stock and other securities, investments, debts, bills, discounts and deferred items, insurance policies, including the cash surrender value thereof, performance bonds, all patents, trademarks, trade names, copyrights, applications for and licenses and rights and interests to or under or in respect of patents, trademarks and copyrights, all formulae, processes, all deeds, leases, leaseholds, mortgages, assignments, contracts, customer lists, options and licenses of every kind and description to which the Assignor is a party and all documents and instruments of title relating to or in any way connected with the property of the Assignor;

(b) all furniture, fixtures, equipment, machinery, supplies, raw materials, goods, wares, all moving stock, and, in general, all tangible personal property, goods and chattels of the Assignor of every kind and description wheresoever situated;

(c) all claims, rights and interests of the Assignor

in, to and under all contracts between it any other party or parties, and in, to and under any other contracts which have been acquired by it by assignment or in any other manner; and

(d) all the right, title, interest, estate and appurtenances of the Assignor of every kind and description whatsoever in, or in any way relating to, real property or real estate, including, but not limited to, leaseholds and chattels real, easements and servitudes of every kind.

2. Assets Not Assigned. Notwithstanding the provisions of Paragraph 1 hereof, the Assignor shall retain, and shall not assign, transfer or convey (i) the Assignor's interest in the Assignee and in all distributions arising therefrom and (ii) \$2,000,000 in cash.

3. Assumption of Liabilities. Pursuant to the aforementioned authorization and in consideration of the premises and in order to carry out the terms of the Partnership Agreement, the Assignee agrees that, except for liabilities and obligations that arise as a result of the Assignor's interest in the Assignee, from and after the date hereof, the Assignee shall be liable for and hereby agrees to pay, perform, assume and discharge all the liabilities and obligations of the Assignor (absolute or contingent) existing on the date hereof, including, without limitation, the following:

(a) all liabilities and obligations of the Assignor arising under all contracts and commitments relating to the purchase of merchandise, all accounts payable for merchandise,

other accounts payable, materials, machinery, fixtures, parts, supplies and other commodities and services;

(b) all obligations under the Loan Agreement between Assignor and Union Bank of even date herewith and the Notes issued thereunder, ~~with the exception of the guarantee of Assignor delivered to Union Bank contemporaneously with such Loan Agreement.~~ JK. JK.

(c) all other indebtedness of the Assignor;

(d) all liabilities and obligations of the Assignor arising under all contracts and agreements described in Paragraphs 1(b) and 1(c) hereof; and

(e) all liabilities and obligations of the Assignor for Federal, state and local income taxes payable and deferred income taxes payable for all periods up to and including the date hereof.

4. Power of Attorney from the Assignor to Assignee. The Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, having full right and authority, in the name of the Assignor or otherwise, and for the benefit of the Assignee, its successors and assigns:

(a) to demand and receive any and all assets, properties and business hereby conveyed, transferred, assigned and delivered or intended so to be;

(b) to give receipts, releases and acquittances for or in respect of the same or any part thereof;

(c) to collect, for the account of the Assignee, all receivables and other items of the Assignor transferred to the Assignee as provided herein and to endorse in the name of the Assignor any checks received on account of any such receivables or other items;

(d) to institute and prosecute in the name of the Assignor or otherwise, but at the expense and for the benefit of the Assignee, any and all proceedings at law, in equity or otherwise which the Assignee, its successors and assigns, may deem proper;

(e) to collect, assert or enforce any claim, right, title, debt or account hereby conveyed, transferred, assigned and delivered or intended so to be; and

(f) to defend or compromise any and all actions, suits or proceedings in respect of any of the assets, properties and business hereby conveyed, transferred, assigned and delivered or intended so to be, as the Assignee, its successors or assigns, shall consider desirable.

The Assignor hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason. The Assignor will promptly transfer and deliver to the Assignee any cash or other property that the Assignor may receive in respect of the receivables or other items transferred to the Assignee as provided herein.

5. The Assignor to Obtain Consents. The Assignor will use its best efforts to obtain the consent of every party to any

contract, right, lease, instrument or commitment whose consent is required, and has not at the date hereof been obtained, for the assignment of the same to the Assignee. If such consent is not obtained, the Assignor agrees to provide for the Assignee the benefits under any such contract, right, lease, instrument or commitment, including enforcement at the cost and for the account of the Assignee of any and all rights of the Assignor against any other party thereto arising out of the cancellation by such other party or otherwise.

6. Further Assurances. The Assignor will execute, acknowledge and deliver to or upon the order of the Assignee such further instruments of conveyance, assignment and transfer and take such action as the Assignee may reasonably request in order to more effectively convey, assign, or transfer to, or perfect the title or interest of the Assignee in, the assets intended to be hereby assigned.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed all as of the day and year first above written.

RUG DOCTOR, INC.

By: Jerry R. Kurt  
Its: ✓

RUG DOCTOR, L.P.

By: RUG DOCTOR, INC.  
General Partner

By: Jerry R. Kurt  
Its: