

FINANCE SECTION



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

RECORDATION TRADEM.

DEPARTMENT OF COMMERCE and Trademark Office

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

1. Name of conveying party(ies): XL Corporation

4-2-02

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

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

3. Nature of conveyance:

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

Execution Date: 05/24/2002

2. Name and address of receiving party(ies)

Name: XL Flooring Installation Products, Inc. Internal Address:

Street Address: 237 Nance Street

City: Calhoun State: GA Zip: 30701

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Georgia, 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)

1,824,786

Additional number(s) attached Yes No

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

Name: Timothy A. Cassidy, Esq.

Internal Address:

Dority & Manning, PA P.O. Box 1449 Greenville, SC 29602

Street Address: One Liberty Square 55 Beattie Place, #1600

City: Greenville State: SC Zip: 29601

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 200.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

04-1403

(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.

Timothy A. Cassidy

Name of Person Signing

Signature

04/17/2002

Date

Total number of pages including cover sheet, attachments, and document: 5

40.00 100.00

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

Refund Ref: 04/17/2002 DBYRNE

CHECK Refund Total: \$60.00

04/17/2002 DBYRNE 0000033 1024786 01 FC:481 02 FC:482

Recordation Form Cover Sheet

Continuation of Item 4

B. Trademark Registration No.(s)

1,808,688

1,803,001

1,440,949

2,125,393

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of the 24th day of May, 2000, is given by XL Corporation, a Georgia corporation ("Assignor"), in favor of XL Flooring Installation Products, Inc., a Georgia corporation ("Assignee").

Assignor has adopted and is using the trademarks set forth on Schedule I attached hereto and made a part hereof (the "Marks"). The Marks are registered in the United States Patent and Trademark Office pursuant to the registration numbers and on the dates of registration listed in Schedule I hereto. Assignor desires to assign, and Assignee desires to acquire, the Marks, the registrations and/or filings thereof in the United States, and the goodwill of the business of Assignor symbolized by and ancillary to such Marks (the "Business").

NOW, THEREFORE, for and in consideration as set forth in an Asset Purchase Agreement of even date herewith by and among Assignor, Assignee, Para-Chem Southern, Inc., Duvall Adhesives, Inc., John Wayne Braud, Thomas O. Coffey, and Suzanne Coffey, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the Business symbolized by and ancillary to such Marks and the United States registration of such Marks.

This Assignment includes all legal rights associated with such Marks and the United States registrations thereof, including but not limited to (i) the right to sue for past and future infringement of such Marks, (ii) the right to file affidavits of continuing use and non-involvement in litigation in connection with the recited registration of such Marks, and (iii) the right to seek renewals of such registrations.

Assignor hereby agrees to, and shall, execute and deliver such further instruments of transfer and conveyance and take such action and deliver such other documents, certifications and further assurances as may reasonably be required to effect and record, where necessary, the transfer and conveyance of the foregoing, and Assignor hereby agrees to, and shall, fully cooperate with Assignee in furtherance of the same.

IN WITNESS WHEREOF, I, the undersigned, hereby declare that I am an officer

Assignor, having the title indicated below, and that I am duly authorized to execute this assignment on behalf of Assignor.

XL Corporation

By: [Signature]
Name: Thomas O Coffey
Title: Pres

STATE OF GEORGIA

: ss

COUNTY OF FULTON

On this, the 24 day of May, 2000, before me, the undersigned officer, personally appeared Thomas O Coffey, and _____ executed the foregoing instrument for the purposes therein contained by signing his name to the instrument.

[Signature]
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires March 4, 2001

SCHEDULE I

REGISTERED MARKS:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
STIX Trademark	1,824,786	3/8/94
XL Trademark (design)	1,808,688	12/7/93
STIX (design)	1,803,001	11/9/93
XL	1,440,949	6/2/87
JET SPREAD	2,125,393	12/30/97