

OMB No. 0651 (exp. 5/31/200)

04-18-02

04-25-2002



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

Tab setting ⇔⇔⇒ ▼ ▼ ▼ ▼ ▼ ▼			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1.	Name of conveying party(ies):	Name and address of receiving party(ies)	
1	JP Morgan Chase Bank 4-15-02	Name: Dal-Elit, L.P.	
	☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Internal Address: 7834 C.F. Hawn Freeway	
		Street Address:	
		City: Dallas State: TX Zip: 75217	
	☐ Corporation-State	☐ Individual(s) citizenship	
	☑ OtherFinancial Institution	□ Association	
Additional name(s) of conveying party(ies) attached? ☐ Yes 図 No		☐ General Partnership	
3	Nature of conveyance:	☑ Limited Partnership <u>Texas</u>	
"	•	☐ Corporation-State	
	☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name	☐ Other	
	Other <u>Termination and Release of Security Interest</u>	If assignee is not domiciled in the United States, a domestic representative designated is attached: ☐ Yes ☐ No	
Exe	ecution Date: March 20, 2002	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? □ Yes □ No	
		, administration of the second	
4.	Application number(s) or registration number(s):		
	A. Trademark Application No.(s)	B. Trademark Registration No.(s) 45,425	
		45,389	
	Additional number(s) attached 🗵 Yes 🗔 No		
5.	Name and address of party to whom correspondence	6. Total number of applications and registrations involved: 51	
	concerning document should be mailed:	7. Total fee (37 CFR 3.41)	
	Name: Kathleen B. Heberlein, Esq.		
	Internal Address: ALSTON & BIRD LLP	☑ Enclosed	
		☐ Authorized to be charged to deposit account	
		8. Deposit account number:	
	Street Address: 1201 West Peachtree Street	<u>N/A</u>	
		(Attached duplicate copy of this page if paying by deposit account)	
	City: Atlanta State: GA Zip: 30309-3424	(Autorica auplicate copy of this page it paying by sopeon accounty	
DO NOT USE THIS SPACE			
Statement and signature.			
		ge and belief, the foregoing information is true and correct and any attached copy is a true copy of	
the original document.			
	Kathleen B. Heberlein Kathleen B. Heberlein		
	Name of Person Signing	Signature Date	
	Total number of nages including cover	r sheet, attachments, and document: 14	

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Mail documents to be recorded with required cover sheet information to:

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

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ATL01/11168760v1

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4.

B. Trademark Registration Nos. (continued)

725,234 1,573,385 874,547 1,314,628 719,269 1,372,588 1,270,773 1,126,111 2,149,366 502,630 2,169,908 1,367,640 806,588 1,430,204 1,329,606 1,305,034 1,019,407 1,816,892 1,383,392 1,999,666 2,044,459 2,132,096 1,289,040 696,627 788,633 1,826,369 809,107 756,663 2,156,656 1,366,692 1,550,983 1,190,702 1,528,269 1,392,374 966,378 1,488,473 262,732 1,195,722 757,145 868,904 1,755,340 1,371,314 1,696,110 1,432,960 855,810 1,342,655 1,280,755

1,325,851 1,384,304

.TL01/11168760v1

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of March 20, 2002, from JPMorgan Chase Bank (as Successor to The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Dal-Elit, L.P., a Texas limited partnership ("Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Collateral Agreement, dated as of June 19, 1997, as amended and restated as of October 26, 2001 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"), a security interest (the "Security Interest") was granted by Dal-Tile Group Inc., a Delaware Corporation (the "Borrower") and certain of its affiliates and subsidiaries (with the Borrower, collectively the "Grantors"), to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 26, 2001, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 8, 2001, at Reel 2387 and Frame 0425; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest granted to the Agent by Obligor in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
- 2. <u>Release of Security Interest</u>: The Agent hereby terminates, releases and discharges the Security Interest granted to the Agent by Obligor in the Trademark Collateral pursuant to the Security Agreement, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

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3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page left blank intentionally; Signature page to follow.]

509265-0865-08351-NY03.2155897.2

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

VILLE PRESIDENT

Зу: _

Name:

Title:

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RECORDED: 04/15/2002