

05-21-2002



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

REC: TI

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S. DEPARTMENT OF COMMERCE U.S. Patent 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): Westgate Fabrics, Inc. 4-26-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Texas
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Cassen-Rawls, LLC
Internal Address:
Street Address: 1000 Fountain Parkway
City: Grand Prairie State: Texas Zip: 75050
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Texas limited liability company
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: March 22, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 803,980
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: S. Roxanne Edwards
Internal Address:
6/20/2002 6TDW11 00000187 803980
41 FC:481 40.00
Street Address: P.O. Box 50784
1201 Main Street
City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
Winstead: 23-2426
(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.
S. Roxanne Edwards Signature Date 4/23/02
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 4

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

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04/19/02

TRADEMARK
REEL: 002510 FRAME: 0306

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated as of March 22, 2002, is made by and between Westgate Fabrics, Inc., a Texas corporation ("Assignor"), having a business address of 1000 Fountain Parkway, Grand Prairie, Texas 75050 and Cassen-Rawls, LLC, a Texas limited liability company ("Assignee"), having a business address of 1000 Fountain Parkway, Grand Prairie, Texas 75050.

WHEREAS, the Assignor owns all rights, title and interest to certain Intellectual Property (hereinafter "IP"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, the Assignee is desirous of acquiring the worldwide right, title and interest in and to the IP;

NOW THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees and covenants as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment all right, title and interest in and to the IP, together with the goodwill of the business symbolized by the IP, including the right to apply for and receive registrations of the IP throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.

2. Assignor represents and warrants that it is the sole and true owner of the IP and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the IP; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the IP that would preclude, or conflict with this Assignment; and that it hereby consents to this Assignment.

3. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the IP hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignor.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

Assignor:

WESTGATE FABRICS, INC.

By: J. Jay Cassen President
J. Jay Cassen, President

Assignee:

CASSEN-RAWLS, LLC

J. Jay Cassen
J. Jay Cassen, as joint tenant with a right
of survivorship with Deborah Cassen

Deborah Cassen
Deborah Cassen, as joint tenant with a right
of survivorship with J. Jay Cassen

Trade Agreement
mail

**SCHEDULE A
TO THE ASSIGNMENT BY AND BETWEEN
WESTGATE FABRICS, INC. (AS ASSIGNOR)
AND
CASSEN-RAWLS, LLC (AS ASSIGNEE)**

A. REGISTERED TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Westgate Fabrics	United States	803,980	February 15, 1996

B. COMMON LAW TRADEMARKS

Polyurethane molding for interior furnishings, previously registered on March 8, 1988, registration number 1,479,638.

Furniture in Class 20, previously registered on February 28, 1989, registration number 1,526,944.

Leather and imitation leather, previously registered on March 8, 1988, registration number 1,479,629.

Wall hangings and wall papers, previously registered on February 9, 1988, registration number 1,476,055.