

07-03-2002

Form PTO-1594
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Tab settings



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U.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):
CMI Industries, Inc. *6-26-02*

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

2. Name and address of receiving party(ies)
Name: EFA Holdings, LLC
Internal
Address: _____

Street Address: 3112 Pleasant Garden Road
City: Greensboro State: N.C. Zip: 27406

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

Other VA 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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 04/30/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
U.S. Registration No. 1,200,666

Additional number(s) attached Yes No

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

Name: Kevin D. Pomfret, Esq.
Internal Address: One James Center
McGuireWoods LLP

Street Address: 901 East Cary Street

City: Richmond State: V.A. Zip: 23219

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:
13-0437

(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.

Kevin D. Pomfret, Esq.
Name of Person Signing

[Signature]
Signature

7/7/02
Date

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

07/02/2002 BYRNE 00000049 1200666
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231
40.00 DP

TRADEMARK
REEL: 002536 FRAME: 0843

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made as of April 30, 2002 ("Effective Date"), by and between CMI Industries, Inc., a Delaware corporation (the "Assignor") and EFA Holdings, LLC, a Virginia limited liability company (the "Assignee").

WHEREAS, the Assignee and a wholly owned subsidiary of Assignor have entered into that certain Asset Purchase Agreement dated as of March 27, 2002 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its rights, titles and interests in and to all the trademarks, trade names, service marks, copyrights and patents identified on Schedule I attached hereto (collectively, the "Marks"); and

WHEREAS, the Assignor and the Assignee desire to execute this Assignment to further evidence the transfer of the Marks by the Assignor to the Assignee.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor does hereby convey, assign and set over to the Assignee, its respective successors, assigns or other legal representatives the exclusive right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any and all renewals and extensions of such Marks that may be secured under the laws of the United States and all foreign countries, now or thereafter in effect, for Assignee's exclusive use and enjoyment, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims of damages by reason of doubt, present or future infringement or unauthorized use of the Marks, with the right to sue for, and collect the same for, Assignee's own use and enjoyment.
2. The Assignee hereby accepts the foregoing assignment of the Marks and hereby assumes all duties and obligations under the same arising from and after the Effective Date.
3. This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.
4. Assignee authorizes and requests the United States Registrar of Copyrights and the United States Patent and Trademark Office to record Assignee as the assignee and exclusive owner of the Marks.
5. Assignor shall provide Assignee cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewals of the Marks; (2) in the prosecution or defense of any copyright office and/or patent and trademark office proceedings, infringement, or other proceedings that may arise in connection with any Marks, including, without limitation, to testify as to any facts relating to the


Marks and/or this Assignment; (3) in obtaining any additional protection that Assignee may deem appropriate, which may be served under the laws or are hereafter in effect in the United States or any other country; and (4) in the implementation and perfection of this Assignment in accordance with its terms.

[Signature on next page]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed and delivered as of this 30 day of April, 2002.

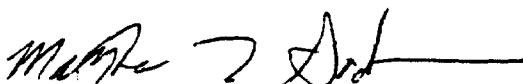
ASSIGNOR:

CMI INDUSTRIES, INC., a Delaware
corporation

By: 
James A. Ovenden, CFO

ASSIGNEE:

EFA HOLDINGS, LLC, a Virginia limited
liability company

By: 
Name: MATTHEW T. GOODWIN
Title: PRESIDENT

UNITED STATES TRADEMARK/SERVICE REGISTRATIONS

Trademark/Service Marks	Reg./Ser. No.	Reg. Date
EFA (and Logo)	1,200,666	07/06/1982
EFA - s/California	043466	06/29/1993
EFA - s/North Carolina		
EFA - s/South Carolina		03/09/1994
ELASTIC FABRICS OF AMERICA - s/California	043467	06/29/1994
ELASTIC FABRIC OF AMERICA - s/North Carolina		12/28/1993
ELASTIC FABRICS OF AMERICA - s/South Carolina		03/09/1994

Patents

Copyrights