

11-12-2002

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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):

Litex Industries, Inc.

11-4-02

- Individual(s)
- General Partnership
- Corporation-State (Texas)
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 25, 2002

2. Name and address of receiving party(ies)

Name: Lowe's Companies, Inc.

Internal

Address: \_\_\_\_\_

Street Address: Highway 268 East

North

City: Wilkesboro State: NC

28659

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State North Carolina

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

OFFICE OF PATENT & TRADEMARKS  
FINANCE SECTION  
NOV -4 AM 11:39

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,556,977

Additional number(s) attached  Yes  No

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

Name: Martha Gayle Barber

Internal Address: Alston & Bird LLP

Street Address: 101 South Tryon Street

Suite 4000

City: Charlotte State: NC Zip: 282804000 (Attach duplicate copy of this page if paying by deposit account)

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: \_\_\_\_\_

**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.

Martha Gayle Barber

Name of Person Signing

*Martha Gayle Barber*  
Signature

October 29, 2002

Date

3

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

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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

**TRADEMARK**  
**REEL: 002614 FRAME: 0424**

## TRADEMARK ASSIGNMENT

WHEREAS, Litex Industries, Inc., a Texas corporation, having a principal place of business at 2002 Avenue R, Dallas County, Grand Prairie, Texas 75050 (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the following Trademark and the corresponding United States Trademark Registration therefor:

Mark: **BUILDER'S BEST**  
Reg. No.: 2,556,977  
Registered: April 2, 2002  
Int. Class: 11

WHEREAS, Lowe's Companies, Inc., a North Carolina corporation, having a principal place of business at Highway 268 East, North Wilkesboro, North Carolina 28659 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the above-identified trademark and the corresponding United States Trademark Registration therefor;

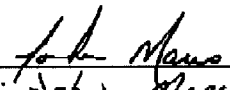
NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified mark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said mark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority

to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 7 day of October, 2002.

Litex Industries, Inc.

  
By: John Mares  
Title: CFO

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