

12-06-2002



SHEET

12-2002

102303599

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

1. Name of conveying party(ies): Color Tile, LLC (a Missouri Limited Liability Company)

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership - State -
- Other - Limited Liability Company - Missouri

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

2. Name and address of receiving party(ies):

Name: Alliance Flooring, Inc.

Street Address: 1510 Gunbarrel Road, Suite 600

City Chattanooga State Tennessee

Zip 37421

- Individual(s) Citizenship
- National Banking Association
- General Partnership
- Limited Partnership
- Corporation - Tennessee
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?

Yes  No

3. Nature of Conveyance:

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

Execution Date: May 13, 2002

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s) 1,754,735 (COLOR TILE); 1,044,430 (COLOR TILE); 1,911,937 (COLOR TILE & CARPET); 946,570 (COLOR TILE & Design); 725,848 (COLOR TILE & Design); 2,262,891 (COLOR TILE & Design); 1,249,382 (COLOR TILE & Design); 775,966 (COLOR TILE); 2,428,676 (COLOR TILE OUTLET); 2,262,892 (COLORTILE); 1,551,259 (GOOF-PROOF); and 1,977,970 (STAIN GUARD PLUS)

Additional numbers attached?  Yes  No

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

Mitra N. Vahdat  
Miller & Martin LLP  
1000 Volunteer Building  
832 Georgia Ave.  
Chattanooga, TN 37402-2289  
(404) 962-6461

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): ..... \$315

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 13-3403

(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.

November 25, 2002  
Date

*Mitra N. Vahdat*  
Signature

Mitra N. Vahdat  
Name of Person Signing

Total number of pages including cover sheet: 11

Do not detach this portion

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

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

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01 FC:8521 40.00 OP  
02 FC:8522 275.00 OP

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TRADEMARK SECTION  
NOV 25 2002 11 35 AM '02

**ASSIGNMENT**

WHEREAS, Color Tile, LLC a Missouri limited liability company (the "Assignor"), owns the trademarks shown on the attached Schedule A (the "Marks");

WHEREAS, Assignor has agreed to sell to Alliance Flooring, Inc. a Tennessee corporation ("Assignee"), and Assignee has agreed to purchase all of Assignor's right, title and interest in and to the Marks, the registrations related thereto, and all goodwill associated with and symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated with and symbolized by the Marks, and all of Assignor's right, title and interest in and to the registrations listed on Schedule A, along with any right owned by Assignor to sue and recover damages past, present and future for infringement or dilution of the Marks.

The Assignor agrees to execute or procure any further necessary assurance of title to the Marks; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers prepared at the expense of the Assignee that may be necessary or desirable to perfect the title to the Marks in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

IN WITNESS WHEREOF, the Assignor has executed this Agreement effective as of the 13th day of May, 2002.

COLOR TILE, LLC

By: 

Name: James C. Gould, President

**Schedule A**  
**TRADEMARKS**

<b>COUNTRY</b>	<b>FILED</b>	<b>APPL#</b>	<b>REG. DATE</b>	<b>REG#</b>	<b>CLASSES</b>
<b>COLORTILE (&amp; Design)</b>					
UNITED STATES	5/15/98	75/485,662	7/20/99	2,262,892	35
<b>COLOR TILE</b>					
MEXICO	9/27/93	178938	2/7/94	451575	42
MEXICO	9/27/93	178930	9/9/94	472976	3
MEXICO	9/27/93	178928	1/17/94	450261	1
MEXICO	8/29/94	210078	9/26/94	474894	42
MEXICO	9/27/93	178937	1/17/94	450264	37
MEXICO	8/10/94	208053	9/14/94	473634	20
MEXICO	8/10/94	208052	9/14/94	473633	24
MEXICO	9/27/93	178932	1/17/94	450263	19
MEXICO	9/27/93	178929	1/17/94	450262	2
UNITED STATES	8/4/92	74/301,860	3/2/93	1,754,735	1
UNITED STATES	3/28/74	73/017,298	7/20/76	1,044,430	37,42
<b>COLOR TILE &amp; CARPET</b>					
UNITED STATES	11/9/93	74/457,281	8/15/95	1,911,937	42
<b>COLOR TILE (&amp; Design)</b>					
MEXICO	8/10/94	208050	11/8/94	478,884	2
MEXICO	8/10/94	208048	11/8/94	478,882	19
MEXICO	8/10/94	208044	10/11/94	476696	37
MEXICO	8/10/94	208043	10/5/94	476,111	42

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COUNTRY	FILED	APPL#	REG. DATE	REG#	CLASSES
MEXICO	8/10/94	208046	10/11/94	476697	24
MEXICO	8/10/94	208051	11/8/94	478,885	1
MEXICO	8/10/94	208047	11/8/94	478,881	20
MEXICO	8/10/94	208049	11/8/94	478,883	3
UNITED STATES	5/15/98	75/485,661	7/20/99	2,262,891	35
UNITED STATES	11/10/60	72/108,159	1/2/62	725,848	19
UNITED STATES	6/29/81	73/316,750	8/23/83	1,249,382	42
UNITED STATES	10/28/70	72/374,468	11/7/72	946,570	1,2,3,19,27
<b>COLOR TILE (label in colors)</b>					
ITALY	5/25/81	33920C/81	8/5/86	439925	20
	05/31/01	RM2001C003278			
<b>COLOR TILE OUTLET</b>					
UNITED STATES	12/23/97	75/410,029	2/13/01	2,428,676	35
<b>COLOR TILE (Stylized)</b>					
UNITED STATES	9/5/61	72/127,202	8/25/64	775,966	1
<b>COLORCARPET</b>					
MEXICO	8/10/94	208054	9/26/94	474,885	42
<b>COLORCARPET (&amp; Design)</b>					
MEXICO	7/15/94	205488	10/10/94	476,498	42
MEXICO	8/29/94	210079	11/8/94	478,915	42
<b>DIRT DESTROYER</b>					
UNITED STATES	11/1/95	75/013,303	12/3/96	2,020,619	3

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COUNTRY	FILED	APPL#	REG. DATE	REG#	CLASSES
<b>FLOORS A PLENTY</b>					
MEXICO	8/17/94	208,746	9/26/94	474,890	42
<b>FLOORS A PLENTY (Stylized)</b>					
MEXICO	8/17/94	208,747	9/26/94	474,891	42
<b>GOOF-PROOF</b>					
UNITED STATES	8/19/88	73/747,120	8/8/89	1,551,259	36
<b>SPEED PATCH</b>					
UNITED STATES	8/24/95	74/719,819	7/29/97	2,082,925	1
<b>STAIN GUARD PLUS</b>					
UNITED STATES	2/27/95	74/638,590	6/4/96	1,977,970	1
<b>THE DECORATOR COLLECTION</b>					
UNITED STATES	3/25/85	73/528,422	12/17/85	1,375,892	19/27
<b>WINDOW COLORS</b>					
MEXICO	8/17/94	208,740	9/26/94	474,888	20
MEXICO	8/17/94	208,743	9/26/94	474,889	24
<b>WINDOW COLORS (&amp; Design)</b>					
MEXICO	8/17/94	208,741	11/8/94	478,898	20
MEXICO	8/17/94	208,742	10/5/94	476,113	24

**ASSIGNMENT**

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NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated with and symbolized by the Marks, and all of Assignor's right, title and interest in and to the registrations listed on Schedule A, along with any right owned by Assignor to sue and recover damages past, present and future for infringement or dilution of the Marks.

The Assignor agrees to execute or procure any further necessary assurance of title to the Marks; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers prepared at the expense of the Assignee that may be necessary or desirable to perfect the title to the Marks in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

IN WITNESS WHEREOF, the Assignor has executed this Agreement effective as of the 13th day of May, 2002.

COLOR TILE, LLC

By: \_\_\_\_\_

Name: James C. Gould, President

UNMAINTAINED TRADEMARKS

Trademark	Where	Class	Covered	Serial #	Reg #
Aeroflora	USA		Two part ceramic tile mortar system		
Anethysi Collection	USA		Window blinds, carpet, ceramic floor & wall tile & wood floor covering		
Applause Collection	USA	27	Ceramic tile & wall tile & wood floor covering		
Color Flooring	USA	37	Ceramic tile & wall tile & wood floor covering		
Color Flooring	USA	42	Installation of floor, wall, & window coverings, & paints & accessories		
Color Floors	USA	37	Retail distribution of floor, wall, & window coverings, & paints & accessories		
Color Floors	USA	42	Installation of floor, wall, & window coverings, & paints & accessories		
Color Quilt	USA	19	Retail distribution of floor, wall, & window coverings, & paints & accessories		
Color Tile	CAN		Premixed polymer grout		
Color Tile	CAN				
Color Tile	DEN	19,27	Tiles, wall and floor		132-1983
Color Tile	IRE	27	Wall and floor coverings	3364481	
Color Tile	MEX	37	Construction and repair	932738	
Color Tile	MEX	30	All goods in class	288999	196694
Color Tile	MEX	19	All goods in class	198952	199634
Color Tile	MEX	24	All goods in class	288999	199265
Color Tile	MEX	42	Retail services - window coverings	288999	199634
Color Tile	MEX	03	All goods in class	210070	199099
Color Tile	MEX	03	All goods in class	178929	199267
Color Tile	MEX	42	Retail services - wall and floor coverings	178930	199276
Color Tile	MEX	27	All goods in class	178930	199276
Color Tile	MEX	01	All goods in class	178933	199276
Color Tile	MEX	01	All goods in class	190889	199864
Color Tile	USA	37,42	Installation & retail services in the field of floor & wall coverings	15296	1844470
Color Tile	USA	01	Multi-purpose adhesives for tile, wood flooring, carpet	749341,860	1794793
Color Tile	USA/RI		Retail services - wall and floor covering		169969
Color Tile	USA/CO	101	Advertising, assisting & disposing of tile - wall & floor coverings		851010962
Color Tile	USA/CO	020	Wall and floor coverings of tile		851010961
Color Tile	USA/KY	101	Wall and floor covering store services		03705
Color Tile	USA/MI	101			1487-084
Color Tile & Carpet	USA	03	Retail services - floor & wall coverings	744632,881	18144937
Color Tile & Carpet America's Flooring Store	USA	37	Installation of floor & wall coverings		
Color Tile & Carpet America's Flooring Store	USA	42	Retail services - floor & wall coverings		
Color Tile & Carpet (new design)	USA	37,42	Retail and installation of floor, wall & window coverings	74479,693	1,893,334
Color Tile & Carpet (new design)	USA	42	Color Tile & Carpet	75031,513	
Color Tile & Carpet (new design)	USA	37	Installation of floor, wall & window coverings	75031,512	
Color Tile & Carpet (new design)	USA	37	Installation of floor, wall & window coverings		
Color Tile & Carpet (new design)	USA	42	Retail services - floor & wall coverings		
Color Tile & Carpet (& design)	USA	37,42	Retail and installation of floor, wall & window coverings	74479,695	1,900,901
Color Tile (and design)	CAN				
Color Tile (and design)	CAN				

Trademark	Where	Class	Covered	Serial #	Reg #
Color Tile (and design)	IRE	42	Wall and floor coverings	932739	
Color Tile (and design)	MEX	19	All goods in class	208040	478882
Color Tile (and design)	MEX	29	All goods in class	208041	478881
Color Tile (and design)	MEX	42	Retail services - wall and floor coverings	208042	478883
Color Tile (and design)	MEX	01	All goods in class	208043	478884
Color Tile (and design)	MEX	27	Construction and repair	208044	478885
Color Tile (and design)	MEX	34	All goods in class	208045	478886
Color Tile (and design)	MEX	04	All goods in class	208046	478887
Color Tile (and design)	MEX	09	All goods in class	208047	478888
Color Tile (and design)	MEX	27	All goods in class	208048	478889
Color Tile (and design)	USA	02	Paint	106054	1,067,036
Color Tile (and design)	USA	19	Wall and floor coverings	106199	1,259,948
Color Tile (and design)	USA	42	Retail services - wall and floor coverings	106199	1,259,948
Color Tile (and design)	USA	01,02,03,19,27	Advertising, printing, mail order, furniture, tile, diamonds & gemstones	792394-468	946570
Color Tile (and design)	USA/AL	001	Wall and floor coverings		180-276
Color Tile (and design)	USA/AL	035	Advertising & business		100-279
Color Tile (and design)	USA/AL	019	Construction Materials		100-277
Color Tile (and design)	USA/AL	002	Paints & painter materials		100-278
Color Tile (and design)	USA/AR	101	Retail services - wall and floor covering		94-84
Color Tile (and design)	USA/AZ	050	Retail services - wall and floor covering		19078
Color Tile (and design)	USA/AZ	020	Wall and floor coverings		18096
Color Tile (and design)	USA/CA	101	Retail services - wall and floor covering		2444
Color Tile (and design)	USA/CT	101	Retail services - wall and floor covering		5937
Color Tile (and design)	USA/DE	035	Retail services - wall and floor covering		
Color Tile (and design)	USA/FL	101	Retail services - wall and floor covering		
Color Tile (and design)	USA/GA	002	Retail services - wall and floor covering		
Color Tile (and design)	USA/IA	101	Floor tile business		
Color Tile (and design)	USA/IA	101	Retail services - wall and floor covering		
Color Tile (and design)	USA/MD	101	Retail services - wall and floor covering		
Color Tile (and design)	USA/IL	8-101	Retail services - wall and floor covering		
Color Tile (and design)	USA/IN	020	Wall and floor covering materials		
Color Tile (and design)	USA/IN	053	Wall and floor covering store services		
Color Tile (and design)	USA/IN	(b) (2)	Wall and floor covering store services		
Color Tile (and design)	USA/IA	101	Wall and floor covering store services		
Color Tile (and design)	USA/MA	035	Wall and floor covering store services		
Color Tile (and design)	USA/MD	054	Wall and floor covering store services		
Color Tile (and design)	USA/ME	036	Wall and floor covering store services		
Color Tile (and design)	USA/MN	035	Wall and floor covering store services		
Color Tile (and design)	USA/MO	101	Wall and floor covering store services		
Color Tile (and design)	USA/MS	ADV&BUS	Wall and floor covering store services		
Color Tile (and design)	USA/MT	(2)(T)	Wall and floor covering materials		
Color Tile (and design)	USA/NC	101	Wall and floor covering store services		







Trademark	Where	Class	Covered	Serial #	Reg. #
Pearl Collection	USA				
Pin Professional Installation Network	USA/AGA				
Pin Professional Installation Network	USA/TX	Tarrant Co.			
Pin Professional Installation Network	USA/TX	Dallas Co.			
Pin Professional Installation Network	USA	37	Installation of carpet, tile, wallpaper, window treatments and wood	74/511,983	S-13322
Pin Professional Installation Network (and design)	USA	004	Logo		TX 2-341-497
Pin Professional Installation Network (and design)	USA/ADA				
President's Birthday Sale	USA				
Primer Plus	USA	02	Primer promoting bonding of adhesives	74/720,712	
Professional Installations Network	USA/DCD		Installation - carpet, vinyl, ceramic, wood, wall & windows coverings		
Quick Bright	USA	03	Acrylic preparation for use as a floor finish	74/111,176	1,687,488
Quick Clean	USA	03			
Quick Prep	USA	03	Cleaning preparations to prepare surfaces prior to floor installation	73/813,213	1,589,633
Red-Mix Latex Patch	USA	19	Fast - setting latex patch material		
Solarshine	USA	27	Vinyl floor covering	868888	1,115,345
Speed-Set	USA	02	Fast-setting latex-fortified patching and leveling material	74/499,899	
Stain-Resistant Plus	USA	02	Chemical-additive-resistance-lens-enhancer	74/658,590	
Stairguard	USA	02	Great emiler		
System 100	USA	19	Epoxy mortar in three part system		
System 1000	USA	19	Epoxy Mortar and grout in two part system		
System 200	USA	02	Acrylic mortar additive		
System 300 Acrylics Additive	USA	19	Acrylic mortar additive		
System 300 Acrylics Mortar Powder	USA	19			
System 300 Premixed Mortar	USA	19	Premixed mortar	74/549,970	1,913,338
System 300 Ceramic Mortar	USA	19	Mortar		
System 300 Marble Mortar	USA	19	Latex mortar for external stone installations		
Thank You... - Promotional Letter	USA				
The Designer-Collections (and design)	USA	10-20	Three completed styles and vinyl	868888	TX 2-410-233
The Lifetime Collection	USA				1,375,699
The Total Performance Rating System That Makes Sense	USA				
Topaz Collection	USA	37	Floor treatments - carpeting	74/534,310	1,899,039
Total Performance Rating System	USA				
Ultimate Quartzite	USA	02	Floor treatments - carpeting	74/534,641	1,934,441
Vinylon	USA	27	Vinyl floor tile	68 431	1,054,394
Window Colors	MEX	30	All grade in color	208740	454,668
Window Colors	MEX	34	All grade in color	208742	474,669
Window Colors (and design)	MEX	28	All grade in color	208741	476,670
Window Colors (and design)	MEX	34	All grade in color	208742	476,671
Window Colors (and design)	USA	19	Window treatments - shutters	74/559,425	1,948,298
Window Colors (and design)	USA	20	Window treatments - blinds & shades	74/559,164	1,948,296