

05-23-2003



102456032

SHEET

Attorney Docket No. 031077-098

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

1. Name of conveying party(ies):

Quehanna Tile Company

- Individual(s)
- General Partnership
- Corporation - Delaware
- Association
- Limited Partnership

Other: _____

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: April 30, 2003

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

Name: Prism Enterprises LLC

Address: 1191 Venture Drive
Forest, Virginia 24551

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1,957,916
- ~~1,617,648~~
- 1,871,349
- 1,610,291

Additional numbers attached? Yes No

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

Name: Bassam N. brahim, Esq.

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

(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.

Bassam N. Ibrahim
Name of Person Signing

Signature

5/22/03
Date

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

05/22/2003 ECOOPER 00000107 1957916

01 FC:6521
02 FC:6522

40.00 OP
75.00 OP

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of April 30, 2003 by **Quehanna Tile Company**, a Delaware corporation, with its principal place of business at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignor") to **Prism Enterprises LLC**, a Virginia limited liability company, with its principal place of business at 1191 Venture Drive, Forest, Virginia 24551 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the trademarks and trademark registrations set forth on Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.

2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Authority. This Assignment is executed on behalf of Assignor by Gary F. Seitz, Trustee, pursuant to an Order entered on March 27, 2003, in the United States Bankruptcy Court for the Eastern District of Pennsylvania (In Re: Permagrain Products, Inc., Debtor, Chapter 7 Bankruptcy No. 02-37895DWS), in which the Trustee was authorized and directed to sell and convey to the Assignee the Trademarks described herein, free and clear of all interests, liens, claims and encumbrances.

QUEHANNA TILE COMPANY (Assignor)

By: _____

Name: Gary F. Seitz

Title: Bankruptcy Trustee

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

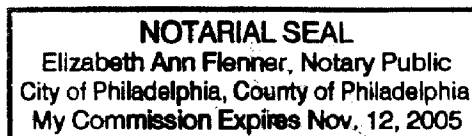
SS.

On this 30th day of April, 2003, before me Elizabeth Ann Flenner, a Notary Public in and for said state, personally appeared Gary F. Seitz, Trustee, known to be to be the person who executed the within instrument on behalf of Quehanna Tile Company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Elizabeth Ann Flenner
Notary Public

My Commission Expires: Nov 12, 2005



PRISM ENTERPRISES LLC (Assignee)

By: Barry Brubaker

Name: Barry L. Brubaker

Title: Manager

COMMONWEALTH OF VIRGINIA)

SS.

COUNTY OF Bedford)

On this 29 day of April, 2003, before me Valerie A. Well, a Notary Public in and for said state, personally appeared Barry L. Brubaker, Manager, known to me to be the person who executed the within instrument on behalf of Prism Enterprises LLC and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Valerie A. Well
Notary Public

My Commission Expires:

~~My Commission Expires August 31, 2004~~

EXHIBIT A

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Mark</u>	<u>Serial/Registration No.</u>
PERMAGRAIN	1,957,916
TIMELESS	1,617,648
TIMELESS II	1,871,349
FINEWOOD	1,610,291