

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XL Flooring Installation Products, Inc.		04/04/2002	CORPORATION:

RECEIVING PARTY DATA	
Name:	XL Adhesives, LLC
Street Address:	1400 Tiarco Drive
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30720
Entity Type:	Georgia Limited Liability Company:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1803001	STIX
Registration Number:	1824786	STIX
Registration Number:	1440949	XL
Registration Number:	1808688	XL
Registration Number:	2125393	JET SPREAD

CORRESPONDENCE DATA	
Fax Number:	(404)365-9532
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	404-233-7000
Email:	trademark@mmmlaw.com
Correspondent Name:	Morris, Manning & Martin, LLP
Address Line 1:	3343 Peachtree Road, N.E.
Address Line 2:	1600 Atlanta Financial Center
Address Line 4:	Atlanta, GEORGIA 30326-1044

ATTORNEY DOCKET NUMBER:	14156-42774
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NAME OF SUBMITTER:

Dana E. Stano

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of the 4th day of April, 2002, is given by XL Flooring Installation Products, Inc., a Georgia corporation ("Assignor"), in favor of XL Adhesives, LLC, a Georgia limited liability company ("Assignee").

Assignor has adopted and is using the trademarks set forth on Schedule I attached hereto and made a part hereof (the "Marks"). The Marks are registered in the United States Patent and Trademark Office pursuant to the registration numbers and on the dates of registration listed in Schedule I hereto. Assignor desires to assign, and Assignee desires to acquire, the Marks, the registrations and/or filings thereof in the United States, and the goodwill of the business of Assignor symbolized by and ancillary to such Marks (the "Business").

NOW, THEREFORE, for and in consideration as set forth in an Asset Purchase Agreement of even date herewith by and among Assignor, Assignee, and Para-Chem Southern, Inc., and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the Business symbolized by and ancillary to such Marks and the United States registration of such Marks.

This Assignment includes all legal rights associated with such Marks and the United States registrations thereof, including but not limited to (i) the right to sue for past and future infringement of such Marks, (ii) the right to file affidavits of continuing use and non-involvement in litigation in connection with the recited registration of such Marks, and (iii) the right to seek renewals of such registrations.

Assignor hereby agrees to, and shall, execute and deliver such further instruments of transfer and conveyance and take such action and deliver such other documents, certifications and further assurances as may reasonably be required to effect and record, where necessary, the transfer and conveyance of the foregoing, and Assignor hereby agrees to, and shall, fully cooperate with Assignee in furtherance of the same.

IN WITNESS WHEREOF, I, the undersigned, hereby declare that I am an officer of Assignor, having the title indicated below, and that I am duly authorized to execute this Assignment on behalf of Assignor.

XL Flooring Installation Products, Inc.

By: 

John W. Jordan, III, Chairman

STATE OF GEORGIA

COUNTY OF Whitfield

: ss

On this, the ^{4th} day of April, 2002, before me, the undersigned officer, personally appeared John W. Peterson, and _____ executed the foregoing instrument for the purposes therein contained by signing his name to the instrument.

Peterson M. Sewell

Notary Public

Notary Public, Whitfield County, Georgia
My Commission Expires Feb. 1, 2004

SCHEDULE I

REGISTERED MARKS:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
STIX Trademark	1,824,786	March 8, 1994
XL Trademark	1,808,688	December 7, 1993
Stix (design)	1,803,001	November 9, 1993
XL	1,440,949	June 2, 1987
JET SPREAD	2,125,393	December 30, 1997