

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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
Dal-Tile Corporation		01/23/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Mohawk Brands, Inc.
Street Address:	300 Delaware Ave., Suite 900
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2169908	DALTILE
Registration Number:	2156656	PROVENCE
Registration Number:	2149366	DAKOTA
Registration Number:	0502630	"DAL-TILE"
Registration Number:	0806588	DAL-MONTE
Registration Number:	1367640	DAL DURAFLO
Registration Number:	1999666	FRENCH QUARTER
Registration Number:	2044459	GOLD RUSH

CORRESPONDENCE DATA	
Fax Number:	(706)624-2483
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	misty_young@mohawkind.com
Correspondent Name:	Mohawk Carpet Corporation
Address Line 1:	160 South Industrial Blvd.
Address Line 4:	Calhoun, GEORGIA 30701

CH \$215.00 2169908

NAME OF SUBMITTER:

Misty Young

Total Attachments: 1

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**TRADEMARK ASSIGNMENT**

Dal-Tile Corporation, a corporation of the State of Pennsylvania, with its principal place of business at 7834 Hawn Frwy. Dallas, TX (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Mohawk Brands, Inc., a corporation of the State of Delaware, with its principal place of business at 300 Delaware Ave. Suite 900 Wilmington, DE (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE'S name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.S.T.), January 23, 2004.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.S.T.), January 23, 2004.

Dal-Tile Corporation  
By: Salvatore J. Perillo  
Name: Salvatore J. Perillo  
Title: VP & Assistant Secretary

STATE OF Georgia §  
COUNTY OF Gordon §

On this 26 day of January, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared SALVATORE PERILLO, known by me to be the person of the above name and an officer of **Dal-Tile Corporation**, duly authorized to execute this Trademark Assignment on behalf of **Dal-Tile Corporation**, who signed and executed the foregoing instrument on behalf of **Dal-Tile Corporation**.

Misty Young  
Notary Public  
My Commission Expires: 01/23/2008

MOHAWK BRANDS, INC.  
By: Sidney Frost  
Name: Sidney Frost  
Title: Vice President

STATE OF Georgia §  
COUNTY OF Gordon §

On this 26 day of January, 2004 before me, a Notary Public in and for the State and County aforesaid, personally appeared Sidney Frost, known by me to be the person of the above name and an officer of **Mohawk Brands, Inc.** duly authorized to execute this Trademark Assignment on behalf of **Mohawk Brands, Inc.** who signed and executed the foregoing instrument on behalf of **Mohawk Brands, Inc.**

Misty Young  
Notary Public  
My Commission Expires: 01/23/2008