

11-26-2003

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



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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): CCA Global Partners, Inc., f/k/a Carpet Co-Op of America Association

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State Other

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

3. Nature of conveyance:

- [X] Assignment Merger Security Agreement Change of Name Other

Execution Date: August 29, 2003

2. Name and address of receiving party(ies) Name: CarpetsPlus of America, Inc.

Internal Address:

Street Address: 1510 Gunbarrel Road, Suite 600

City: Chattanooga State: TN Zip: 37421

- Individual(s) citizenship Association General Partnership Limited Partnership [X] Corporation-State 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0972070; 0852938; 0972069; 1076686

Additional number(s) attached Yes [X] No

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

Name: Mitra N. Vahdat

Internal Address: Miller & Martin LLP

Street Address: Suite 1000 Volunteer Building

832 Georgia Avenue

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115

- [X] Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11/25/2003 00000133 0972070

01 FC:0521 40.00 OP 02 FC:0522 75.00 OP

DO NOT USE THIS SPACE

9. Signature.

Patricia P. Liner Name of Person Signing

Signature

November 21, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002869 FRAME: 0859

**QUITCLAIM OF INTERESTS IN AND
ASSIGNMENT OF UNITED STATES TRADEMARKS**

WHEREAS, on October 5, 2000, CarpetsPlus of America, Inc. purchased the trade names and trademarks associated with the CarpetsPlus Franchise System and Carpetland USA, listed in attached Exhibit A, from Flooring America, Inc. through a bankruptcy court order and assignment agreement; and

WHEREAS, on April 26, 2001, Carpet Co-Op of America Association, having acquired certain trademarks through the bankruptcy of Flooring America, Inc., filed a claim of assignment by virtue of a bankruptcy court order for each of the trademarks listed in Exhibit A, but is now willing to relinquish any claim it may have to the trademarks in Exhibit A to CarpetsPlus of America, Inc.;

WHEREAS, CCA Global Partners, Inc. is the successor in interest to Carpet Co-Op of America Association, by virtue of a name change, a copy of which is attached as Exhibit B;

WHEREAS, in order to clarify that the subject trademark registrations are owned by CarpetsPlus of America, Inc. (hereinafter "Assignee"), CCA Global Partners, Inc., for itself, and as successor in interest to Carpet Co-Op of America Association (hereinafter "Assignor") hereby desires to execute this agreement;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby quitclaim any and all right, title and interest which it may have in and to the trademarks listed in Exhibit A and does hereby sell, transfer, assign and convey to the Assignee any and all right, title and interest which Assignor may have in and to the trademarks. The trademarks shall be held and enjoyed by the Assignee as fully and entirely as though Assignor's predecessor had not filed a claim of assignment for the marks. The Assignor does specifically hereby sell,

transfer, assign and convey to the Assignee any and all claims for damages and profits by reason of any past infringement of the trademarks and the right to sue therefore, which the Assignor may have. Assignor makes no representations or warranties to Assignee as to validity of the marks or Assignor's rights thereto. Assignee acknowledges that Assignor has not used the marks, and Assignor has made no representations about the use of the marks or their value.

Said quitclaim and assignment is to be deemed effective as of November 13, 2000.

Executed this 29 day of Aug, 2003.

CCA GLOBAL PARTNERS, INC. f/k/a
Carpet Co-Op of America Association

Name: [Signature]

Title: SVP

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Personally appeared before me this 29th day of AUGUST, the above-named EVAN HACKEL to me known to be the person who executed the foregoing Quitclaim of Interest in and Assignment of United States Trademarks, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the SVP of CCA Global Partners, Inc. and is authorized to execute this instrument on behalf of CCA Global Partners, Inc.

Notary Public [Signature: Sylvia A. Hoyt]

My Commission Expires: 4/05

(Notarial Seal)

Exhibit A

MARK

REGISTRATION NO.

CARPETLAND USA	972,070
CARPETLAND (Stylized)	852,938
CARPETLAND	972,069
C USA (Stylized)	1,076,686

STLD01-988958-1

RECORDED: 11/24/2003

**TRADEMARK
REEL: 002869 FRAME: 0862**