

01-20-2004

1/15/04

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): Tennenbaum Capital Partners, LLC 1-15-04 Individual(s) Association General Partnership Limited Partnership Corporation-State Other LLC

2. Name and address of receiving party(ies) Name: Masland Carpets, LLC Internal Address: c/o T. Gerald Davis, Jr. 1100 SunTrust Bank Building Street Address: 736 Market Street, Suite 1100 City: Chattanooga State: TN Zip: 37402

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release of Trademark Security Interest Execution Date: 03/12/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) None. B. Trademark Registration No.(s) See attached.

RECEIVED 2004 JAN 15 PM 5:00 ASSIGNMENT

5. Name and address of party to whom correspondence concerning document should be mailed: Name: T. Gerald Davis, Jr., Esq. Internal Address: Shumacker Witt Gaither & Whitaker, P.C. Street Address: 1100 SunTrust Bank Building, 736 Market Street, Suite 1100 City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$ 165.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (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. T. Gerald Davis, Jr. Name of Person Signing Signature Date January 12, 2004

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

01/16/2004 LMUELLER 00000091 0534999

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

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 002898 FRAME: 0268

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Masland	0534999	12-19-1950
Masland Contract & Design	1933084	11-07-1995
Masland Fine Carpet Since 1866	1257675	11-15-1983
The Magic of Masland Carpet	0770008	05-19-1964
Patrick	1907474	07-25-1995
Patrick Carpets	2118979	12-09-1997

TRADEMARK APPLICATIONS

Trademark Jurisdiction Serial No. Application Date

None

RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, by that certain Trademark Security Agreement, dated March 12, 2003, Masland Carpets, LLC ("**Masland**") granted to Tennenbaum Capital Partners, LLC, as Collateral Agent ("**Agent**"), a security interest in (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; (b) the goodwill of Masland's business connected with and symbolized by the foregoing; and (c) all proceeds of the foregoing (collectively the "**Trademarks**"), for the purpose of securing the payment to the Purchasers (as defined in the Trademark Security Agreement), of the indebtedness described in said Trademark Security Agreement; and

WHEREAS, in consideration of the payment in full of Masland's indebtedness to Agent and the Purchasers, Agent is willing to release its security interest with respect to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and other consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Tennenbaum Capital Partners, LLC, as Collateral Agent, hereby does release (without recourse, representation or warranty) its security interest in and to the Trademarks and authorizes and directs that the same be discharged as of record.

IN WITNESS WHEREOF, the undersigned, Tennenbaum Capital Partners, LLC, as Collateral Agent, has caused this Release of Trademark Security Interest to be executed on this the 10th day of November, 2003, by and through its proper officers.

Signed, sealed and delivered
in the presence of:

**Tennenbaum Capital Partners, LLC, as
Collateral Agent**

Unofficial Witness

By: _____
Title: Member

Notary Public

My Commission Expires:

June 29, 2007

[NOTARY SEAL]



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TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
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None