

03-02-2004



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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Westgate Fabrics, Inc.

2-26-04

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Texas

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

2. Name and address of receiving party(ies)

Name: Westgate Fabrics, LLC

Internal Address:

Street Address: 905 Avenue T, Suite 310

City: Grand Prairie State: TX Zip: 75050

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Texas Limited Liability Company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/25/2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,320,815

Additional number(s) attached Yes No

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

Name: Diane K. Lettelleir

Internal Address: Winstead Sechrest & Minick PC

Street Address: P.O. Box 50784

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-2426

DO NOT USE THIS SPACE

9. Signature.

Diane K. Lettelleir

00000187 1320815 40.00 OP

Signature

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

03/02/2004 DBYRNE 01 FC:8521

EL 859423726 US

TRADEMARK REEL: 002920 FRAME: 0617

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated as of February 25, 2004, is made by and between Westgate Fabrics, Inc., a Texas corporation ("Assignor"), having a business address of 905 Avenue T, Suite 310, Grand Prairie, Texas, and Westgate Fabrics, LLC, a Texas limited liability company ("Assignee"), having a business address of 905 Avenue T, Suite 310, Grand Prairie, Texas.

WHEREAS, the Assignor owns all rights, title and interest to certain Intellectual Property (hereinafter "IP"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, the Assignee is desirous of acquiring the worldwide right, title and interest in and to the IP;

NOW THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees and covenants as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment all right, title and interest in and to the IP, together with the goodwill of the business symbolized by the IP, including the right to apply for and receive registrations of the IP throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.
2. Assignor represents and warrants that it is the sole and true owner of the IP and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the IP; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the IP that would preclude, or conflict with this Assignment; and that it hereby consents to this Assignment.
3. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the IP hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.
4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignor.

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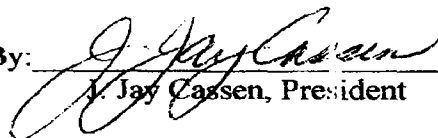
TRADEMARK
REEL: 002920 FRAME: 0618

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

Assignor:

WESTGATE FABRICS, INC.

By:

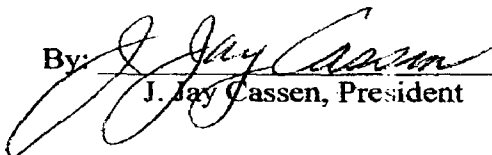


J. Jay Cassen, President

Assignee:

WESTGATE FABRICS, LLC

By:



J. Jay Cassen, President

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TRADEMARK
REEL: 002920 FRAME: 0619

**SCHEDULE A
TO THE ASSIGNMENT BY AND BETWEEN
WESTGATE FABRICS, INC. (AS ASSIGNOR)
AND
WESTGATE FABRICS, LLC (AS ASSIGNEE)**

A. REGISTERED TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Payne Fabrics	United States	1,320,815	February 19, 1985