

07-07-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2004) Tab settings



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HEET LY

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):

Artex International, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: Assignment dated 6/23/04

2. Name and address of receiving party(ies)

Name: Best: Artex LLC

Internal Address:

Street Address: 1405 Walnut Street

City: Highland State: IL Zip: 62249

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) N/A

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras Name of Person Signing

Marianne F. Taras Signature 7/1/04 Date

Total number of pages including cover sheet, attachments, and document: 5

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

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TRADEMARK REEL: 003003 FRAME: 0481

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM****Assignor: Artex International, Inc.**

Registered Trademarks:

| <b>Name</b>                    | <b>Country</b> | <b>File Date</b> | <b>Application No.</b> | <b>Registration Date</b> | <b>Registration No.</b> |
|--------------------------------|----------------|------------------|------------------------|--------------------------|-------------------------|
| Alliance                       | United States  | 5/12/1994        | 74/523,983             | 7/11/1995                | 1,905,024               |
| Artex                          | United States  | 12/5/1994        | 74/606,784             | 12/12/1995               | 1,940,936               |
| Artex                          | United States  | 11/30/1956       | 72/020,144             | 10/22/1957               | 653,468                 |
| Artex Color-Guard              | United States  | 1/4/1990         | 74/016,353             | 11/17/1992               | 1,732,320               |
| Artextura                      | United States  | 8/30/1993        | 74/430,560             | 3/14/1995                | 1,884,313               |
| Ascot Damask by Artex Stylized | United States  | 3/29/1982        | 73/357,188             | 5/24/1983                | 1,239,503               |
| Carousel                       | United States  | 6/8/1992         | 74/282,285             | 6/14/1994                | 1,839,979               |
| Genie System                   | United States  | 12/7/1989        | 74/008,816             | 4/16/1991                | 1,641,741               |

## ASSIGNMENT OF TRADEMARKS

WHEREAS, ARTEX INTERNATIONAL, INC. (hereinafter called "Assignor"), is the owner of the trademarks, trademark registrations and applications identified in the attached Exhibit A (hereinafter, collectively called the "Trademarks"); and

WHEREAS, Assignor has entered into an Asset Purchase Agreement dated as of June 25, 2004 between the Assignor, an Illinois corporation, and Best:Artex LLC, a Delaware limited liability company (hereinafter called "Assignee"), and certain other parties thereto, whereby Assignor has agreed to transfer to Assignee certain assets relating to its Business (as defined in the Asset Purchase Agreement) of a product range including hospitality textiles and other products, which assets include the Trademarks.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby SELL, ASSIGN, TRANSFER AND SET OVER unto Assignee TO HAVE AND TO HOLD FOREVER, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, and the right to sue and collect damages for past infringement thereof, and the registrations and applications to register the Trademarks.

2. Assignor hereby agrees to execute, or cause to be executed, any and all further instruments, documents, agreements and affidavits which may be necessary or desirable to vest, perfect, maintain or defend the interest of Assignee, its successors and assigns, in and to the Trademarks, and to cooperate fully with Assignee, at Assignee's expense, in the prosecution of any claims for past infringement of the Trademarks, including but not limited to participating as a named plaintiff, if necessary.

3. This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the 23rd day of June, 2004.

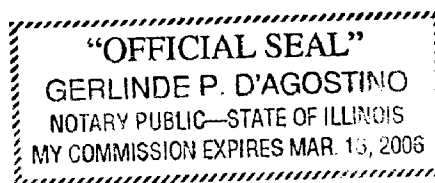
ARTEX INTERNATIONAL, INC.

By: Charles L. Anderson  
Name: Charles L. Anderson  
Its: President

STATE OF Illinois )  
 ) ss:  
COUNTY OF madison )

The foregoing instrument was acknowledged before me this 23rd day of June,  
2004 by Charles L. Anderson the President of Artex International, Inc., on behalf of the  
corporation.

Gerlinde P. D'Agostino  
Notary Public  
Commissioner of Court



**EXHIBIT A**

Artex International, Inc.

Registered Trademarks:

| Name                                 | Country       | File Date  | Application No. | Registration Date | Registration No. |
|--------------------------------------|---------------|------------|-----------------|-------------------|------------------|
| Alliance                             | United States | 5/12/1994  | 74/523,983      | 7/11/1995         | 1,905,024        |
| Artex                                | Canada        | 8/29/2000  | 1,073,008       | 9/30/2002         | 568,218          |
| Artex                                | United States | 12/5/1994  | 74/606,784      | 12/12/1995        | 1,940,936        |
| Artex<br>(653,468)                   | United States | 11/30/1956 | 72/020,144      | 10/22/1957        | 653,468          |
| Artex Color-Guard                    | United States | 1/4/1990   | 74/016,353      | 11/17/1992        | 1,732,320        |
| Artectura                            | United States | 8/30/1993  | 74/430,560      | 3/14/1995         | 1,884,313        |
| Ascot Damask<br>by Artex<br>Stylized | United States | 3/29/1982  | 73/357,188      | 5/24/1983         | 1,239,503        |
| Carousel                             | United States | 6/8/1992   | 74/282,285      | 6/14/1994         | 1,839,979        |
| Genie System                         | United States | 12/7/1989  | 74/008,816      | 4/16/1991         | 1,641,741        |

Unregistered Trademarks:

Advantage  
Diamond  
Heather  
Manhattan  
Revel  
Concord  
Majestic  
Artex Futura  
Artex in Mexico only  
Wedding Dress