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07-08-2004

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102786007

To the Honorable Commissioner of Patents and Tradem.

copy thereof.

1. Name of conveying party(ies):

Standard Textile, Inc.

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

Additional name(s) of conveying parties(ies) attached:  Yes  No

2. Name and address of receiving party(ies):

Name: Whitestone Acquisition Corp.

Internal Address: \_\_\_\_\_

Street Address: 4265 West Vernal Pike

City: Bloomington State: IN Zip: 47404

- 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  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 5/28/2004

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

2,146,672	2,260,326
2,327,225	2,336,621
2,270,413	2,247,484
2,238,660	

Additional numbers attached?  Yes  No

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

Name: Homer W. Faucett, III

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): ..... \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.

Homer W. Faucett  
Name of Person Signing

*Homer W. Faucett*  
Signature

Date

Total number of pages including cover sheet: 3

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/07/2004 6TOM11 00000006 2146672

01 FC:8521  
02 FC:8522

40.00 OP  
150.00 OP

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

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TRADEMARK  
REEL: 003008 FRAME: 0687

# TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made effective as of the 1st day of June, 2004, by and between Whitestone Acquisition Corp., a Delaware corporation having its principal place of business at 4265 West Vernal Pike, Bloomington, IN 47404 ("Assignee") and Standard Textile Co., Inc., an Alabama corporation having its principal place of business at One Knollcrest Drive, Cincinnati, Ohio 45222-1805 ("Assignor").

## AGREEMENT

The Parties agree as follows:

1. **Conveyance to Assignee.** In exchange for the sum of \$15,000 from Assignee, Assignor hereby assigns, transfers, and conveys to Assignee (i) its entire right, title and interest, throughout the world, in and to the following marks and in and to the registrations thereof including the U.S. Registrations set out below:

<u>Mark</u>	<u>U.S. Reg. No.</u>
COMPOSE	2,146,672
COMPOSE	2,260,326
COMPOSE SYSTEM and Design	2,327,225
COMPOSE SYSTEM and Design	2,336,621
COMPLETE	2,270,413
COMPLETE SYSTEM and Design	2,247,484
COMPLETE SYSTEM and Design	2,238,660

the foregoing, including Assignor's right to recover for past infringements thereof and the goodwill associated therewith. Assignor shall, upon Assignee's request and expense, execute all documents reasonably necessary to effectuate the foregoing transfer.

2. **Covenants of Assignor.** Assignor makes no covenants or warranties. The marks and registrations thereof are sold "as is" and "where is". Assignor has not, to its knowledge, granted any license or other right under any of the marks to any third person except as may be implied by law, and Assignor has no knowledge of any pending litigation enforcing or challenging any of the marks. Nothing herein shall preclude Assignor from selling or otherwise transferring, in whole or in part, its existing inventory bearing one or more of the marks to other than the retail market.

3. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. **Governing Law.** The validity, interpretation and performance of this agreement and any dispute connected herewith shall be governed by and construed in accordance with the substantive laws of the state of Ohio excluding any rule or principle which might refer a dispute to the substantive laws of another jurisdiction. All disputes arising under this agreement shall be

brought and maintained in the federal and state courts situated in Hamilton County, Ohio, and the parties hereby consent to jurisdiction and venue therein.

5. **Descriptive Headings.** The descriptive headings of this agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

6. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this agreement in any jurisdiction. The benefits and burdens of this agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

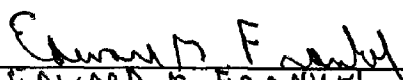
**Whitestone Acquisition Corp.**

By  \_\_\_\_\_  
James M. Better

Title: President

Date: May 26, 2004

**Standard Textile Co., Inc.**

By  \_\_\_\_\_  
EDWARD M. FRANVEL

Title: SR. VICE PRESIDENT

Date: MAY 28, 2004