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



2004 JUL 28 AM 7 34 RE TRADEMARK 102804715

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Westgate Fabrics, Inc.

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

Citizenship (see guidelines) Texas

Execution Date(s) February 10, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Westgate Fabrics, LLC

Internal

Address:

Street Address: 905 Avenue T, Suite 310

City: Grand Prairie

State: Texas

Country: U.S. Zip: 75050-1117

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
73,468,397

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

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PAYNE FABRICS; Filing Date: March 2, 1984

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

Name: Law Office of Thomas Adams

Internal Address:

Street Address: P.O. Box 340
120 Eagle Rock Ave.

City: East Hanover
State: New Jersey Zip: 07936

Phone Number: (973) 463-0100

Fax Number: (973) 463-0150

Email Address: adams@newidea.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

July 28, 2004

Signature

Date

Thomas L. Adams Reg. 27,300

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/02/2004 6TON11 00000154 73468397

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TRADEMARK
REEL: 003018 FRAME: 0926

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated as of February 10, 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.

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
J. Jay Cassen, President

Assignee:

WESTGATE FABRICS, LLC

By: J. Jay Cassen
J. Jay Cassen, President

*Westgate Inc
Westgate LLC
9/2/00*

**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