

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capitol USA, LLC		12/30/2004	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Halex Corporation		
<b>Street Address:</b>	750 South Reservoir Street		
<b>City:</b>	Pomona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91766		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2216250	ACCUPLY	
Registration Number:	2942875	PLYGUARD	
Serial Number:	78139156	POWERPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	423-756-6600		
<b>Email:</b>	djohnson@millermartin.com		
<b>Correspondent Name:</b>	Douglas T. Johnson		
<b>Address Line 1:</b>	Suite 1000 Volunteer Building		
<b>Address Line 2:</b>	832 Georgia Avenue		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402		
<b>NAME OF SUBMITTER:</b>	Douglas T. Johnson		
<b>Signature:</b>	/Douglas T. Johnson/		

CH \$90.00 2216250

Date:

09/12/2005

**Total Attachments: 6**

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Agreement") dated as of December 30, 2004, is made and entered into by and between Capitol USA, LLC, a Tennessee limited liability company (the "Assignor") and Halex Corporation, a California corporation and wholly owned subsidiary of Halex Holdings, Inc. ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Assignor and certain other parties have entered into that certain Asset Purchase Agreement, dated as of December 30, 2004 (the "Purchase Agreement"). Nothing in this Agreement is intended to limit, supersede or expand upon, in any way, the parties' representations, warranties or agreements in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire all of Assignor's rights, title and interests in and to the trade names, trademarks, service marks, slogans, registrations and registration applications listed on Schedule I attached hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Assignment; Consent.

1.1 Assignor hereby assigns, transfers and conveys unto Assignee, its successors and assigns and other legal representatives, any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Trademarks, and all goodwill of the business associated with the Assigned Trademarks.

1.2 Assignor hereby assigns, transfers and conveys unto Assignee, its successors and assigns and other legal representatives, all claims for damages and all remedies or causes of action, together with the right to sue for and collect the same for its own account, arising out of any violation or infringement of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or that may accrue hereafter.

1.3 Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.

1.4 Assignor further covenants and agrees that it will, upon Assignee's reasonable request and without further consideration, execute and deliver to Assignee such additional documents, provide such further information and perform such further acts, as are necessary to enable Assignee to record the assignment of such marks, or otherwise to perfect or confirm this assignment and Assignee's rights in the assigned marks.

### 2. General Provisions.

2.1 No Waiver; Amendment. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. The Agreement may be amended or modified only by a writing executed by both parties.

2.2 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware, as applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts of law of any jurisdiction.

2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

2.4 Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first written above.

**ASSIGNOR:**

**CAPITOL USA, LLC,**  
a Tennessee limited liability corporation

By: Thomas D. Sheely  
Name: Thomas D. Sheely  
Title: President

STATE OF Tennessee

COUNTY OF Hamilton

On this 30th day of December, 2004, before me, Krystal White Johnson, a Notary Public in and for said State, personally appeared Thomas D. Sheely personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

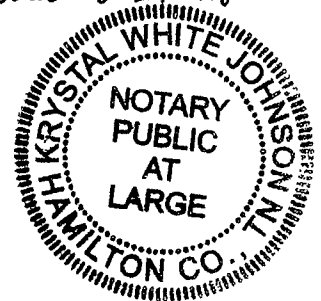
Krystal White Johnson  
Notary Public  
My commission expires: 8-24-2008

**ACKNOWLEDGED AND AGREED:**

**ASSIGNEE:**

**HALEX CORPORATION,**  
a California corporation

By: \_\_\_\_\_  
Name:  
Title:



**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the date first written above.

**ASSIGNOR:**

**CAPITOL USA, LLC,**  
a Tennessee limited liability corporation

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of December, 2004, before me, \_\_\_\_\_  
a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the within instrument and acknowledged to me that he executed the same  
in his authorized capacity, and that by his signature on the instrument the person, or entity upon  
behalf of which the person acted, executed the instrument.

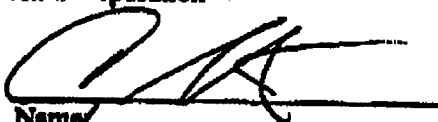
WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGED AND AGREED:**

**ASSIGNEE:**

**HALEX CORPORATION,**  
a California corporation

By:   
Name:  
Title:

**Schedule I**

<b>Trademarks</b>	<b>Owner</b>	<b>Goods/Services</b>	<b>Status in Trademark Office</b>	<b>Federal Ser. No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
CAPITOL ADHESIVES and Design	Capitol Adhesives, Inc.	Adhesives for use in the flooring industry.	Registered (Should have lapsed 11/18/03)	74/475,719	2,113,241	1/3/94	11/18/97
ALWAYS HUSTLING TO SERVE YOU	Capitol USA, LLC	Padding for carpets and rugs.	Abandoned	74/470,416		12/16/93	
CUSHION JOY	Capitol USA, LLC	Padding for carpets and rugs.	Expired	74/460,412	1,905,742	11/19/93	07/18/95
DIXIE and Design	Capitol USA, LLC	Carpet cushions.	Registered	76/104,654	2,490,530	08/07/00	09/18/01
IQ (Stylized)	Capitol USA, LLC	Adhesives for use in the floor covering industry.	Registered	76/314,926	2,684,641	09/18/01	02/04/03
PLYFLOOR	Capitol USA, LLC	Flooring underlayments	Active, pending	76/572,569		01/27/04	
PLYGUARD	Capitol USA, LLC	Flooring underlayments	Active, pending	78/149,224		07/31/02	
POWERPLY	Capitol USA, LLC	Underlayment boards	Inactive-Abandoned	78/139,156		06/26/02	
PREPLY	Capitol USA, LLC	Underlayments	Inactive-Abandoned	78/144,073		07/15/02	
PREFLOOR	Capitol USA, LLC	Underlayments	Active, pending	78/144,072		07/15/02	
PROPLY	Capitol USA, LLC	Plywood underlayments	Inactive-Abandoned	76/361,740		01/23/02	
ACCUPLY	Capitol USA, LLC	Plywood sub-floor underlayment for use under sheet vinyl floor covering and carpet.	Registered	75/382,915	2,216,250	10/31/97	01/05/99
TCF	Capitol USA, LLC	Padding for carpets and rugs	Inactive-Expired	74/470,366	1,918,888	12/16/93	09/12/95

THE SMART WAY TO INSTALL	Capitol USA, LLC	Adhesives for use in the floor covering industry	Registered	76/314,925	2,684,640	09/18/01	02/04/03
THE CUSHION FACTORY	Capitol USA, LLC	Padding for carpets and rugs	Expired	74/460,411	1,905,741	11/19/93	07/18/95
CUSHION JOY	Capitol USA, LLC	Padding for carpets and rugs	Expired	74/460,412	1,905,742	11/19/93	07/18/95
CAPITOL and Design	Capitol USA, LLC	Adhesive for use in the floor covering industry and carpet seaming tape.	Registered	75/512,319	2,361,293	07/01/98	07/27/00