

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEF, Inc.		09/30/2005	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Edge Flooring, LLC		
Street Address:	200 Howell Drive		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2889943	EDGE	
Registration Number:	2889944	EDGE	
Registration Number:	2914195	E D G E	
Registration Number:	2889965	REAL TILE WITHOUT THE MESS	
Registration Number:	2916641	THE TILE IS THE SAME THE INSTALLATION ISN'T	
Serial Number:	76547228	EDGE PRECISION TILE	
Serial Number:	76547227	EDGE FLOORING	
Serial Number:	76547226	EDGE TILE	
Serial Number:	76596452	Z-FOLD	
Serial Number:	78598004	ELITETILE	
Serial Number:	78597999	TILESEASY	
Serial Number:	78598033	TILE2	
Serial Number:	78597980	SWIFTILE	
CORRESPONDENCE DATA			

OP \$340.00 2889943

900033782

TRADEMARK
REEL: 003173 FRAME: 0583

Fax Number: (303)685-4869

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (303) 685-4800

Email: szemanick@jcfkk.com

Correspondent Name: Stephen A. Zemanick

Address Line 1: 1050 Seventeenth Street, Suite 1500

Address Line 4: Denver, COLORADO 80265

ATTORNEY DOCKET NUMBER:

1586.00010

NAME OF SUBMITTER:

Stephen A. Zemanick

Signature:

/Stephen A. Zemanick/

Date:

10/11/2005

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of the Effective Date (defined below), is by and between TEF, Inc., a Tennessee corporation ("Seller") and Edge Flooring, LLC, a Delaware limited liability company ("Purchaser").

R E C I T A L S:

A. Seller and Purchaser have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") for the purchase and sale of certain assets relating to the manufacture and sale of porcelain, marble and granite attached to interlocking substrate flooring systems and the development of related products for the installation of such flooring systems (the "Business").

B. Pursuant to the Asset Purchase Agreement, Seller has agreed to assign certain assets relating to the Business as described therein, including certain symbols of the goodwill of the Business, including all (i) registered trademarks, trademark registration applications and trademarks, service marks or trade dress not filed as application(s), all as described on Exhibit "A" hereto; (ii) federal, state, foreign country, and international treaty registrations and applications for trademark, service mark and trade dress, and common law trademarks, service marks and trade dress hereafter adopted or acquired and used which are based upon or derived from the trademarks or any variations thereof, whether in the United States, a foreign country, or under international treaty; (iii) extensions, renewals, and continuations of all such trademarks; (iv) inventory, packaging, labeling, trade names, service marks, logos, and trade dress including or containing the trademarks or a representation thereof, or any variation thereof; and (v) all goodwill associated with the foregoing items identified in (i) through (iv) (items (i) through (v) collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement, the parties hereto agree as follows:

1. Seller hereby sells, assigns, transfers and sets over to Purchaser the entire right, title and interest of Seller in and to the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made.

2. Seller hereby covenants and agrees that it will, at any time, upon request, use reasonable efforts to execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademarks in Purchaser.

3. Seller hereby does covenant and agree that it will, at any time, upon request, communicate to said Purchaser, its successors, assigns or other legal representatives, at Seller's expense, any facts relating to said Trademarks or the history thereof, as may be known to it, and testify as to the same in any opposition or other litigation, when requested to do so.

4. Seller represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, or agreement in conflict herewith and constituting a present or future assignment of or encumbrance on the Trademarks, except as expressly permitted by the Asset Purchase Agreement.

5. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Seller and Purchaser. This Assignment shall be binding upon Seller and its successors, and shall inure to the benefit of Purchaser and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

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Exhibit A

To the

Trademark Assignment Agreement

- A. All registered trademarks, including but not limited to:

<u>Mark</u>	<u>Country</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
"EDGE" word	US	2,889,943	9-28-2004
"E D G E" design	US	2,889,944	9-28-2004
"Edge and design"	US	2,914,195	12-28-2004
"REAL TILE WITHOUT THE MESS" word	US	2,889,965	9-28-2004
"THE TILE IS THE SAME THE INSTALLATION ISN'T" word	US	2,916,641	1-04-2005

- B. All pending trademark applications

<u>Mark</u>	<u>Country</u>	<u>Application No.:</u>	<u>Filing Date:</u>
"EDGE PRECISION TILE" word	US	76/547,228	9-11-2003
"EDGE FLOORING" word	US	76/547,227	9-11-2003
"EDGE TILE" word	US	76/547,226	9-11-2003
"Z-FOLD" word	US	76/596,452	6-09-2004
"ELITETILE" word	US	78/598,004	3-30-2005
"TILESEASY" word	US	78/597,999	3-30-2005
"TILE2" design	US	78/598,033	3-30-2005
"SWIFTILE" word	US	78/597,980	3-30-2005

- C. All trademarks, service marks or trade dress not filed as application(s).

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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representative with effect as of SEPT 30, 2005 (the "Effective Date").

SELLER:

TEF, Inc.,
a Tennessee corporation

By: Will Cralley

Name: WILLIAM CRALLEY
Title: CEO

Address: 200 Howell Drive
Dalton GA 30721
Fax No.: (706) 270-0203
Phone No.: (706) 876-5143
Attn:

PURCHASER:

Edge Flooring, LLC

By: _____

Name:
Title:

Address: 1700 Lincoln St., Ste 2150
Denver CO 80203
Fax No.: _____
Phone No.: _____
Attn: _____

with a copy to:

Address: 1050 17th Street, 15th Floor
Denver, CO 80265
Fax No.: (303) 685-4869
Phone No.: (303) 685-4800
Attn: Matthew R. Perkins

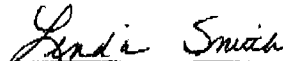
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STATE OF)

COUNTY OF)

I, the undersigned, a Notary Public residing in the county and state aforesaid, do certify that WILLIAM CRAWLEY, whose name as CEO of TEF, Inc., a Tennessee corporation, who is personally to me known, this day appeared before me personally and did acknowledge that HE did sign, seal and deliver the foregoing instrument of HIS own free will and accord, for the purposes therein named and expressed for and as the act of said corporation.

In witness whereof, I have hereunto set my hand and official seal, this 30 day of September, 2005.



Notary Public

My Commission expires:

[NOTARIAL SEAL]

MY COMMISSION EXPIRES
JUNE 9, 2007

(00179751.DOC)

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representative with effect as of September 30, 2005 (the "Effective Date").

SELLER:

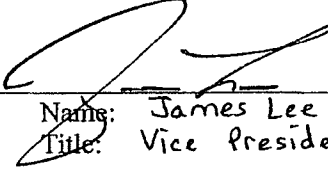
TEF, Inc.,
a Tennessee corporation

By: _____
Name:
Title:

Address: 200 Howell Drive
Dalton GA 30721
Fax No.: (706) 270-0203
Phone No.: (706) 876-5143
Attn:

PURCHASER:

Edge Flooring, LLC

By:  _____
Name: James Lee
Title: Vice President

Address: 1700 Lincoln St., Ste 2150
Denver CO 80203
Fax No.: _____
Phone No.: _____
Attn:

with a copy to:

Address: 1050 17th Street, 15th Floor
Denver, CO 80265
Fax No.: (303) 685-4869
Phone No.: (303) 685-4800
Attn: Matthew R. Perkins

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STATE OF Texas)

COUNTY OF Dallas)

I, the undersigned, a Notary Public residing in the county and state aforesaid, do certify that James Lee, whose name as Vice President of **Edge Flooring, LLC**, a Delaware limited liability company, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord, for the purposes therein named and expressed for and as the act of said company.

In witness whereof, I have hereunto set my hand and official seal, this 30th day of September, 2005.

[NOTARIAL SEAL]

Megan Doren
Notary Public

My Commission expires: May 10, 2007



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