

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
Wayn-Tex Incorporated		11/11/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Mohawk Brands, Inc.
Street Address:	300 Delaware Ave
Internal Address:	Suite 900
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75684885	ANGEL HAIR
Serial Number:	75684887	ANGELBAC
Serial Number:	75684888	GRAPHICSBAC
Serial Number:	76244965	PIN STRIPE
Serial Number:	73663464	POLY-BOND
Serial Number:	75684886	PRIMA WEAVE
Serial Number:	75684884	PRIMA WEAVE II
Serial Number:	76081368	STABILOK
Serial Number:	76006812	UNITARYBAC
Serial Number:	73254528	WAYN-TEX INC.
Serial Number:	73254529	WTI

CORRESPONDENCE DATA

CH \$290.00 75684885

Fax Number: (706)624-2483
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 706-624-2254
Email: misty_young@mohawkind.com
Correspondent Name: Misty Young
Address Line 1: 160 South Industrial Blvd.
Address Line 4: Calhoun, GEORGIA 30701

NAME OF SUBMITTER:	Suzanne Alcocer
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Signature:	/Suzanne Alcocer/
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Date:	11/16/2005
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Total Attachments: 1 source=Wayntex Assignment#page1.tif

TRADEMARK ASSIGNMENT

Wayn-Tex Incorporated, a corporation of the State of Delaware, with its principal place of business at 901 South Delphine Avenue Waynesboro, VA (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Mohawk Brands, Inc., a corporation of the State of Delaware, with its principal place of business at 300 Delaware Ave. Suite 900 Wilmington, DE (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.S.T.), November 11, 2005.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.S.T.), November 11, 2005.

WAYN-TEX INCORPORATED

By: Salvatore J. Perillo
Name: Salvatore J. Perillo
Title: VP & General Counsel

STATE OF Georgia §
COUNTY OF Gordon §

On this 11th day of November, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared SALVATORE J. PERILLO, known by me to be the person of the above name and an officer of **Wayn-Tex Incorporated**, duly authorized to execute this Trademark Assignment on behalf of **Wayn-Tex Incorporated**, who signed and executed the foregoing instrument on behalf of **Wayn-Tex Incorporated**.

Misty Young
Notary Public
My Commission Expires: Notary Public, Murray County, Georgia
~~My Commission Expires Jan. 14, 2008~~

MOHAWK BRANDS, INC.

By: Jerry L. Melton
Name: Jerry Melton
Title: Vice President

STATE OF Georgia §
COUNTY OF Gordon §

On this 11th day of November, 2005 before me, a Notary Public in and for the State and County aforesaid, personally appeared Jerry L. Melton, known by me to be the person of the above name and an officer of **Mohawk Brands, Inc.** duly authorized to execute this Trademark Assignment on behalf of **Mohawk Brands, Inc.** who signed and executed the foregoing instrument on behalf of **Mohawk Brands, Inc.**

Misty Young
Notary Public
My Commission Expires: Notary Public, Murray County, Georgia
~~My Commission Expires Jan. 14, 2008~~