

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Matworks Company, LLC	FORMERLY Janitex Rug Service Corp.	11/14/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
Street Address:	1600 John F. Kennedy Blvd., Suite 810
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association: MINNESOTA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78398414	Z STEP
Registration Number:	2566972	MEKA
Registration Number:	2544957	THE INSTALLWORKS
Registration Number:	1201562	MW THE MAT WORKS
Registration Number:	1085760	JANITEX RUG SERVICE CORPORATION

**CORRESPONDENCE DATA**

Fax Number: (410)581-7410  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 410.581.7400  
 Email: jeremy.friedberg@lfff.com  
 Correspondent Name: Jeremy S. Friedberg, Esq.  
 Address Line 1: 10451 Mill Run Circle, Suite 1000  
 Address Line 4: Owings Mills, MARYLAND 21117

OP \$140.00 78398414

ATTORNEY DOCKET NUMBER:	10113-016
NAME OF SUBMITTER:	Jeremy S. Friedberg
Signature:	/Jeremy S. Friedberg/
Date:	12/21/2005

**Total Attachments: 21**

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November 14, 2005

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of November 14, 2005, is made by and between The Matworks Company, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

### Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if

Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such

failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. ~~The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.~~

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.


7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Maryland without regard to conflicts of law provisions. If any provision or

application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

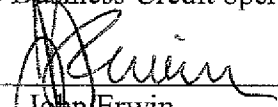
**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

The Matworks Company, LLC  
11900 Old Baltimore Pike  
Beltsville, MD 20705  
Telecopier: \_\_\_\_\_  
Attention: \_\_\_\_\_  
e-mail: \_\_\_\_\_

THE MATWORKS COMPANY, LLC  
By:   
Robert B. Collins Jr.  
Its Authorized Officer

Wells Fargo Bank, National Association,  
acting through its Wells Fargo Business Credit  
operating division  
1600 John F. Kennedy Blvd., Suite 810  
Philadelphia, PA 19103  
Telecopier: (215) 861-9460  
Attention: Mr. John Erwin  
e-mail: john.erwin@wellsfargo.com

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, acting through its Wells  
Fargo Business Credit operating division  
By:   
John Erwin  
Its Vice President

STATE OF Maryland  
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2005, by Robert B. Collins Jr. the Authorized Officer of The Matworks Company, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

TAMMY C. DRESCHER  
NOTARY PUBLIC STATE OF MARYLAND  
BALTIMORE COUNTY  
MY COMMISSION EXPIRES MARCH 1, 2007



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

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2005, by John Erwin, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

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

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title                                      Patent Number                                      Issue Date

UNITED STATES PATENT APPLICATIONS

Title                                      Serial Number                                      Filing Date

FOREIGN ISSUED PATENTS

Title                                      Country                                      Patent Number                                      Issue Date

UNITED STATES PATENT APPLICATIONS

Title                                      Serial Number                                      Filing Date

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number

Registration Date

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

**Thank you for your request. Here are the latest results from the TARR web server.**

**This page was generated by the TARR system on 2005-11-07 11:45:09 ET**

**Serial Number:** 78398414

**Registration Number:** (NOT AVAILABLE)

**Mark**

**(words only):** Z STEP

**Standard Character claim:** Yes

**Current Status:** Application has been published for opposition.

**Date of Status:** 2005-09-20

**Filing Date:** 2004-04-08

**The Information will be/was published in the Official Gazette on** 2005-09-20

**Transformed into a National Application:** No

**Registration Date:** (DATE NOT AVAILABLE)

**Register:** Principal

**Law Office Assigned:** LAW OFFICE 116

**Attorney Assigned:**  
BUCHANAN WILL NORA Employee Location

**Current Location:** 650 -Publication And Issue Section

**Date In Location:** 2005-08-11

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

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1. Janitex Rug Service Corp.

**Address:**

Janitex Rug Service Corp  
11900 Old Baltimore Pike  
Beltsville, MD 20705  
United States

**Legal Entity Type:** Corporation  
**State or Country of Incorporation:** Maryland  
**Phone Number:** (301) 595-4604  
**Fax Number:** (301) 595-1773

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**GOODS AND/OR SERVICES**

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**International Class:** 027  
Floor mats for commercial use  
**First Use Date:** 2003-02-28  
**First Use in Commerce Date:** 2003-02-28

**Basis:** 1(a)

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**ADDITIONAL INFORMATION**

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(NOT AVAILABLE)

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**MADRID PROTOCOL INFORMATION**

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(NOT AVAILABLE)

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**PROSECUTION HISTORY**

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- 2005-09-20 - Published for opposition
- 2005-09-14 - TEAS Change of Correspondence Received
- 2005-08-31 - Notice of publication
- 2005-06-07 - Law Office Publication Review Completed
- 2005-06-03 - Assigned To LIE
- 2005-05-27 - Approved for Pub - Principal Register (Initial exam)
- 2005-05-27 - EXAMINERS AMENDMENT E-MAILED
- 2005-05-27 - Examiners Amendment -Written
- 2005-05-27 - Amendment From Applicant Entered
- 2005-01-07 - Communication received from applicant
- 2005-01-07 - PAPER RECEIVED

2004-11-22 - Amendment From Applicant Entered  
2004-11-03 - Unresponsive paper received  
2004-11-03 - PAPER RECEIVED  
2004-10-31 - Non-final action e-mailed  
2004-10-31 - Non-Final Action Written  
2004-10-31 - Case file assigned to examining attorney  
2004-04-30 - Applicant amendment prior to exam entered  
2004-04-30 - Unresponsive paper received  
2004-04-30 - PAPER RECEIVED  
2004-04-16 - New Application Entered In Tram

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**CORRESPONDENCE INFORMATION**

---

**Correspondent**

Steven M. Wishnow (Attorney of record)

Steven M. Wishnow, Esquire  
Kanter & Wishnow, Chartered  
Suite 610  
Two Wisconsin Circle  
Chevy Chase MD 20815  
**Phone Number:** 301-907-6663  
**Fax Number:** 301-907-4666

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2005-11-07 11:44:59 ET

**Serial Number:** 76153407

**Registration Number:** 2566972

**Mark (words only):** MEKA

**Standard Character claim:** No

**Current Status:** Registered.

**Date of Status:** 2002-05-07

**Filing Date:** 2000-10-20

**Transformed into a National Application:** No

**Registration Date:** 2002-05-07

**Register:** Principal

**Law Office Assigned:** LAW OFFICE 109

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov)

**Current Location:** 900 -File Repository (Franconia)

**Date In Location:** 2002-05-20

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

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1. Janitex Rug Service Corp.

**Address:**

Janitex Rug Service Corp.  
11900 Old Baltimore Pike  
Beltsville, MD 207051216  
United States

**Legal Entity Type:** Corporation

**State or Country of Incorporation:** Maryland

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**GOODS AND/OR SERVICES**

**International Class:** 027

Carpets, rugs, and textile floor mats for use in commercial establishments

**First Use Date:** 1997-12-01

**First Use in Commerce Date:** 1997-12-01

**Basis:** 1(a)

**ADDITIONAL INFORMATION**

(NOT AVAILABLE)

**MADRID PROTOCOL INFORMATION**

(NOT AVAILABLE)

**PROSECUTION HISTORY**

2002-05-07 - Registered - Principal Register

2002-02-12 - Published for opposition

2002-01-23 - Notice of publication

2001-08-22 - Approved for Pub - Principal Register (Initial exam)

2001-05-03 - Communication received from applicant

2001-04-12 - Non-final action mailed

2001-04-09 - Case file assigned to examining attorney

**CORRESPONDENCE INFORMATION**

**Correspondent**

Steven M. Wishnow (Attorney of record)

STEVEN M. WISHNOW  
KANTER & WISHNOW CHARTERED  
1910 SUNDERLAND PL NW FL 4  
WASHINGTON DC 20036-1642



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**This page was generated by the TARR system on 2005-11-07 11:44:48 ET**

**Serial Number:** 76262952

**Registration Number:** 2544957

**Mark (words only):** THE INSTALLWORKS

**Standard Character claim:** No

**Current Status:** Registered.

**Date of Status:** 2002-03-05

**Filing Date:** 2001-05-25

**Transformed into a National Application:** No

**Registration Date:** 2002-03-05

**Register:** Principal

**Law Office Assigned:** LAW OFFICE 114

**If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov)**

**Current Location:** 900 -File Repository (Franconia)

**Date In Location:** 2002-03-18

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

---

1. Janitex Rug Service Corp

**Address:**

Janitex Rug Service Corp.  
11900 Old Baltimore Pike  
Beltsville, MD 207051216  
United States

**Legal Entity Type:** Corporation

**State or Country of Incorporation:** Maryland

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**GOODS AND/OR SERVICES**

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**International Class:** 037

Installation of carpets, rugs and floor mats in commercial establishments

**First Use Date:** 2001-03-01**First Use in Commerce Date:** 2001-03-01**Basis:** 1(a)

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**ADDITIONAL INFORMATION**

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(NOT AVAILABLE)

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**MADRID PROTOCOL INFORMATION**

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(NOT AVAILABLE)

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**PROSECUTION HISTORY**

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2002-03-05 - Registered - Principal Register

2001-12-11 - Published for opposition

2001-11-21 - Notice of publication

2001-07-31 - Approved for Pub - Principal Register (Initial exam)

2001-07-27 - Examiner's amendment mailed

2001-07-25 - Case file assigned to examining attorney

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**CORRESPONDENCE INFORMATION**

---

**Correspondent**

Steven M. Wishnow (Attorney of record)

STEVEN M. WISHNOW  
KANTER & WISHNOW, CHARTERED  
SUNDERLAND1910 SUNDERLAND PL NW FL 4  
WASHINGTON DC 20036-1642**Phone Number:** (202) 833-3020**Fax Number:** (202) 833-2674

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2005-11-07 11:44:21 ET

**Serial Number:** 73286128 Assignment Information

**Registration Number:** 1201562 Assignment Information

**Mark**

**(words only):** MW THE MAT WORKS

**Standard Character claim:** No

**Current Status:** This registration has been renewed.

**Date of Status:** 2002-01-04

**Filing Date:** 1980-11-17

**Transformed into a National Application:** No

**Registration Date:** 1982-07-13

**Register:** Principal

**Law Office Assigned:** (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov)

**Current Location:** 900 -File Repository (Franconia)

**Date In Location:** 2004-08-13

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

1. Janitex Rug Service Corp.

**Address:**

Janitex Rug Service Corp.  
11900 OLD BALTIMORE PIKE  
BELTSVILLE, MD 20706  
United States

**Legal Entity Type:** Corporation  
**State or Country of Incorporation:** Maryland

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**GOODS AND/OR SERVICES**

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**International Class:** 042  
Retail Store and Leasing Services Featuring Floor Mats and Rugs  
**First Use Date:** 1980-10-30  
**First Use in Commerce Date:** 1980-10-30

**Basis:** 1(a)

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**ADDITIONAL INFORMATION**

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**Disclaimer:** No claim is made by the applicant to the exclusive use of "Mat Works" apart from the mark as shown.

**Description of Mark:** The mark contains the stylized letters "MW".

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**MADRID PROTOCOL INFORMATION**

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(NOT AVAILABLE)

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**PROSECUTION HISTORY**

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2002-01-04 - First renewal 10 year  
2002-01-04 - Section 8 (10-year) accepted/ Section 9 granted  
2001-10-15 - Combined Section 8 (10-year)/Section 9 filed  
1988-06-02 - Section 15 acknowledged  
1988-04-26 - Section 8 (6-year) accepted  
1988-04-04 - Post Registration action mailed - Section 8  
1987-11-19 - Section 8 (6-year) filed  
1987-09-24 - Section 8 (6-year) filed  
1987-09-24 - Section 8 (6-year) filed  
1982-07-13 - Registered - Principal Register

1982-04-20 - Published for opposition

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**CORRESPONDENCE INFORMATION**

---

**Correspondent**

STEVEN M. WISHNOW (Attorney of record)

STEVEN M. WISHNOW  
KANTER & WISHNOW, CHARTERED  
1910 SUNDERLAND PLACE, NW  
WASHINGTON, D.C. 20036

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Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2005-11-07 11:43:39 ET

**Serial Number:** 73122023 Assignment Information

**Registration Number:** 1085760 Assignment Information

**Mark (words only):** JANITEX RUG SERVICE CORPORATION

**Standard Character claim:** No

**Current Status:** This registration has been renewed.

**Date of Status:** 1998-07-01

**Filing Date:** 1977-04-07

**Transformed into a National Application:** No

**Registration Date:** 1978-02-14

**Register:** Principal

**Law Office Assigned:** (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

**Current Location:** 900 -File Repository (Franconia)

**Date In Location:** 1998-08-13

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

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1. JANITEX RUG SERVICE CORP.

**Address:**

JANITEX RUG SERVICE CORP.  
11900 OLD BALTIMORE PIKE  
BELTSVILLE, MD 207051216  
United States

**Legal Entity Type:** Corporation

**State or Country of Incorporation:** Maryland

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**GOODS AND/OR SERVICES**

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**International Class:** 042

RETAIL STORE SERVICES AND RENTAL OF MATS AND MATTING

**First Use Date:** 1970-03-02**First Use in Commerce Date:** 1970-03-02**Basis:** 1(a)

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**ADDITIONAL INFORMATION**

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**Disclaimer:** APPLICANT DISCLAIMS THE DESCRIPTIVE WORDS "RUG SERVICE CORPORATION" APART FROM THE MARK AS SHOWN.

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**MADRID PROTOCOL INFORMATION**

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(NOT AVAILABLE)

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**PROSECUTION HISTORY**

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1998-07-01 - First renewal 10 year

1998-05-13 - Section 9 filed/check record for Section 8

1983-05-20 - Section 8 (6-year) accepted &amp; Section 15 acknowledged

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**CORRESPONDENCE INFORMATION**

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**Correspondent**

D PATRICK HIPSLEY

JANITEX RUG SERVICE CORP

11900 OLD BALTIMORE PIKE

BELTSVILLE MD 20705-1216