

12-21-2005



103142758

RECORD  
TRA

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):

Honeywell International, Inc.  
101 Columbia Road  
Morristown, NJ 07962

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Shaw Industries Group, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 616 East Walnut Ave., P.O. Drawer 2128

City: Dalton

State: GA

Country: USA Zip: 30722-2128

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Georgia

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 29, 2005

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

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

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached?  Yes  No

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

See attached Schedule A

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

Name: Lisa A. Iverson

Internal Address: Neal & McDevitt, LLC

Street Address: 1776 Ash Street

City: Northfield

State: IL Zip: 60093

Phone Number: 847-441-9100

Fax Number: 847-441-0911

Email Address: pto@nealmcdevitt.com

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690.00

- 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:

Signature

12/14/05  
Date

Lisa A. Iverson

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/20/2005 ECOOPER 00000040 2522671

01 FC:8521 40.00 OP

02 FC:8522 650.00 OP

## Schedule A

<b>Reg./App. No.</b>	<b>Mark</b>	<b>Reg./Filing Date</b>
2,522,671	6IX AGAIN	12-25-2001
1,941,755	6IX AGAIN (and Design)	12-12-1995
1,941,754	6IX (and Design)	12-12-1995
883,576	ANSO	01-06-1970
2,570,758	ANSO CARESS	05-21-2002
2,431,361	ANSO COLORSOLUTIONS	02-27-2001
1,701,850	ANSO CRUSHRESISTER	07-21-1992
2,732,557	ANSO CRUSHRESISTER III ACT	07-01-2003
2,732,558	ANSO CRUSHRESISTER III TLC	07-01-2003
1,458,387	ANSO V WORRY-FREE	09-22-1987
2,146,549	ANSO VIBRANCE	03-24-1998
1,700,606	CAPROLAN-RC	07-14-1992
2,137,628	COLORSTAY	02-17-1998
995,453	CREATE	10-08-1974
2,734,581	CROSSBOND	07-08-2003
2,782,196	ENVIRO 6IX	11-11-2003
2,303,673	FASHIONABLE FIBERS UNDERFOOT	12-28-1999
1,476,899	FIBERS FOR EVERY WAY OF LIFE	02-16-1988
2,402,758	FUSION	11-07-2000
2,024,456	PIXEL	12-17-1996
2,909,643	SAVANT	12-14-2004
2,595,558	SAVANT (Stylized)	07-16-2002
1,755,866	SMART LINES	03-02-1993
78/232,975	SOLURE	04-02-2003
1,000,308	ZEFSTAT	12-24-1974
1,605,624	ZEFTRON	07-10-1990
1,000,309	ZEFWEAR	12-24-1974

## GLOBAL TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 29<sup>th</sup> day of October, 2005, between Honeywell International Inc., a Delaware corporation, and Honeywell Intellectual Properties, Inc., an Arizona corporation (collectively "Assignor"), and Shaw Industries Group, Inc., a Georgia corporation (hereinafter "Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, the Parties are party to a Facilities Purchase Agreement, dated August 31, 2005 (the "Facilities Purchase Agreement");

WHEREAS, Assignor is the owner of the marks listed on the attached Schedule A (hereinafter collectively "Marks"), the applications and registrations therefor, and the goodwill developed through the use of the Marks, all as set forth in the Facilities Purchase Agreement;

WHEREAS, Assignee is desirous of acquiring Assignor's rights in and to the Marks, and the applications and registrations therefor; and

WHEREAS, pursuant to the Facilities Purchase Agreement, Assignor has agreed to transfer its interest in and to the Marks to Assignee, and Assignee has agreed to acquire and assume the Marks from Assignor, under the terms set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably and unconditionally sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Marks, the applications and registrations therefor as identified on Schedule A, along with any priorities, rights or registrations resulting therefrom, and the goodwill of the business connected with the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives as fully and entirely as the same would be held and enjoyed by Assignor had this assignment not been made. Such assignment also includes any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had this assignment not been made.
2. **Cooperation.** Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Marks, including, but not limited to, by executing further documentation.
3. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
4. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Facilities Purchase Agreement, all of which obligations shall survive the delivery of this Agreement in accordance with the terms of the Facilities Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed under seal as of the date written below by their respective officers thereunto duly authorized.

**HONEYWELL INTERNATIONAL INC.**

By: Damar S. Bhatia (Seal)

Name: Damar S. Bhatia

Title: Vice President, Business Development

Date: October 29, 2005

**HONEYWELL INTELLECTUAL PROPERTIES, INC.**

By: Damar S. Bhatia (Seal)

Name: Damar S. Bhatia

Title: Authorized Officer

Date: October 29, 2005

**SHAW INDUSTRIES GROUP, INC.**

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.**

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HONEYWELL INTELLECTUAL PROPERTIES, INC.**

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SHAW INDUSTRIES GROUP, INC.**

By: Gerald R. Embry (Seal)

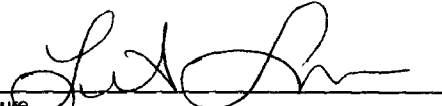
Name: Gerald R. Embry

Title: Vice President Administration

Date: October 29, 2005



I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first-class mail in an envelope addressed to:  
Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

on 12/14/05   
Date Signature  
Lisa A. Iverson  
Typed or printed name of person signing certificate

December 14, 2005

**ATTORNEY DOCKET NO.: 44050.2890**

**VIA FIRST CLASS MAIL**

Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

**RE: Global Trademark Assignment Recordation  
Conveying Party: Honeywell International, Inc.  
Receiving Party: Shaw Industries Group, Inc.**

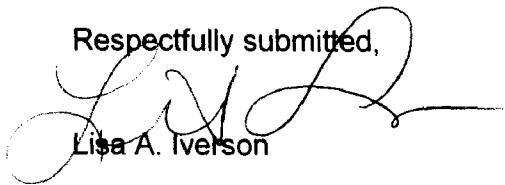
Dear Sir:

Enclosed please find the following items for the above-referenced Global Trademark Assignment Recordation:

- 1) Recordation Form Cover Sheet Form PTO-1594;
- 2) Schedule A;
- 3) Global Trademark Assignment; and
- 4) Form PTO-2038 Credit Card Payment form in the amount of \$690.00 to cover the recording fee, for the Global Trademark Assignment recordation.

Please charge any additional fees to Deposit Account No. 50-0640. A duplicate copy of this letter is enclosed.

Respectfully submitted,

  
Lisa A. Iverson

LAI/kmc  
Encls.