

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
The Dixie Group, Inc.		11/12/2003	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Shaw Industries Group, Inc.		
Street Address:	616 East Walnut Avenue, P.O. Drawer 2128		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30722-2128		
Entity Type:	CORPORATION: GEORGIA		
Name:	Columbia Insurance Company		
Street Address:	3024 Harney Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68131-3535		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2492483	METRO MILLS	
CORRESPONDENCE DATA			
Fax Number:	(847)441-0911		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(847) 441-9100		
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Lisa A. Iverson		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		

OP \$40.00 2492483

ATTORNEY DOCKET NUMBER:	60197.6047
NAME OF SUBMITTER:	Lisa A. Iverson
Signature:	/Lisa A. Iverson/
Date:	06/01/2007
Total Attachments: 5 source=Dixie Group TM Assignment#page1.tif source=Dixie Group TM Assignment#page2.tif source=Dixie Group TM Assignment#page3.tif source=Dixie Group TM Assignment#page4.tif source=Dixie Group TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made this 12th day of November, 2003, by THE DIXIE GROUP, INC., a Tennessee corporation ("Assignor") to COLUMBIA INSURANCE COMPANY, a Nebraska corporation ("Columbia") and SHAW INDUSTRIES GROUP, INC., a Georgia corporation ("Shaw").

STATEMENT OF FACTS

WHEREAS, Assignor and Shaw have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 4, 2003, by and among Assignor, Shaw, Bretlin, Inc., Candlewick Yarns, Inc., and Dixie Group Logistics, Inc., pursuant to which Assignor shall sell, transfer, assign, and deliver to Shaw the Acquired Assets and the Assumed Liabilities, and Shaw shall purchase and accept such Acquired Assets, and assume such Assumed Liabilities, and in connection therewith, the Assignor will receive consideration in the form of cash, subject to the terms and conditions of the Asset Purchase Agreement;

WHEREAS, the Columbia is an Affiliate of Shaw;

WHEREAS, pursuant to Section 10.9 of the Asset Purchase Agreement, Shaw desires to designate to the Columbia certain of Shaw's rights under the Asset Purchase Agreement in respect to the Marks (as defined below);

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, and in consideration therewith and herewith, Assignor wishes to transfer and assign to Columbia and Shaw all of its right, title and interest in and to the service marks and trademarks set forth on Exhibit A attached hereto (the "Marks"), along with all goodwill pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

ASSIGNMENT

1. Pursuant to Section 10.9 of the Asset Purchase Agreement, Shaw hereby designates to Columbia, certain of Shaw's rights under the Asset Purchase Agreement to acquire the Marks from the Assignor.

2. Assignor hereby irrevocably sells, assigns and transfers to Columbia, and Columbia hereby accepts, Assignor's entire right, title and interest in and to the Marks in the United States, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and 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 the Assignment not been made.

3. Assignor hereby irrevocably sells, assigns and transfers to Shaw, and Shaw hereby accepts, Assignor's entire right, title and interest in and to the Marks in all jurisdictions worldwide (except in the United States), together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in any jurisdiction worldwide (other than the United States) with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and 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 the Assignment not been made.

4. The Marks are to be held and enjoyed by Columbia and Shaw in the manner contemplated herein for the exclusive use and benefit of Columbia, Shaw, and their respective representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

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TRADEMARK

REEL: 003552 FRAME: 0821

IN WITNESS WHEREOF, Assignor has, by each of its duly authorized officers, executed this Assignment under seal on the date first above written.

ASSIGNOR:

The Dixie Group, Inc.

By: Jon Faulkner (Seal)
Name: Jon Faulkner
Title: VP

Acknowledged and Agreed:

Shaw Industries Group, Inc.

By: Gerald R. Embry (Seal)
Name: Gerald R. Embry
Title: V.P. Administration

Columbia Insurance Company

By: _____ (Seal)
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has, by each of its duly authorized officers, executed this Assignment under seal on the date first above written.

ASSIGNOR:

The Dixie Group, Inc.

By: _____ (Seal)
Name: _____
Title: _____

Acknowledged and Agreed:

Shaw Industries Group, Inc.

By: _____ (Seal)
Name: _____
Title: _____

Columbia Insurance Company

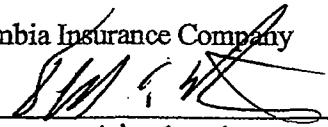
By:  _____ (Seal)
Name: Donald F. Wurster
Title: President

Exhibit A

Marks, Registrations, and Applications

Trademarks:

Trademark	Owner	Federal Registration Number	Registration Date
Alliance Mills	The Dixie Group, Inc.	2435225	03-13-2001
Metro Mills	The Dixie Group, Inc.	2492483	09-25-2001

Common law trademark rights:

- Globaltex (and Designs)
- Tribune Carpets (and Design)
- Bullseye (and Design)