

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of conveying parties from Gulistan Holdings, Inc. and Gulistan Carpet, Inc. to Gulistan Carpet, Inc. previously recorded on Reel 002850 Frame 0710. Assignor(s) hereby confirms the assignment of trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gulistan Carpet, Inc.		08/28/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hampton Capital Partners, LLC
Street Address:	701 Orchard Avenue
City:	Rocky Mount
State/Country:	NORTH CAROLINA
Postal Code:	24151
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2485940	DESIGN SIGNALS
Registration Number:	0180318	GULISTAN
Registration Number:	2323848	GULISTAN SIGNATURE CARPET
Registration Number:	2321210	GULISTAN SIGNATURE CARPET
Registration Number:	2409946	GULISTAN SIGNATURE DEALER
Registration Number:	2409947	GULISTAN SIGNATURE DEALER
Registration Number:	2696739	SHEPHERDS WAY COLLECTION
Registration Number:	2670478	SOPHISTICATED SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (202)778-5047
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-662-5188

CH \$215.00 2485940

Email: trademarks@cov.com
Correspondent Name: Bingham B. Leverich, Esq.
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	027428.00001
NAME OF SUBMITTER:	Cheryl L. Fountain/Paralegal Specialist
Signature:	/cheryllfountain/
Date:	08/03/2007

Total Attachments: 9

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings:	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Gulistan Holdings, Inc. Gulistan Carpet, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Hampton Capital Partners, LLC</u> Internal Address: _____ Street Address: <u>701 Orchard Avenue</u> City: <u>Rocky Mount</u> State: <u>VA</u> Zip: <u>24151</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>limited liability company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>08/28/03</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,485,940</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>G. Michael Pace, Jr., Esq.</u> Internal Address: _____ Street Address: <u>10 Franklin Road, SunTrust Plaza, 9th Floor</u> City: <u>Roanoke</u> State: <u>VA</u> Zip: <u>24011</u>	6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charles D. Kennedy <u>08/28/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 7		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20239

CONTINUATION OF ITEM 4

Additional Registration Nos.

1. 180,318
2. 2,323,848
3. 2,321,210
4. 2,409,946
5. 2,409,947
6. 2,696,739
7. 2,670,478

BILL OF SALE

THIS BILL OF SALE is made and entered into this 28th day of August, 2003, by and among GULISTAN HOLDINGS INC. ("GHI"), a Delaware corporation, GULISTAN CARPET INC., a Delaware corporation (the "Seller") and HAMPTON CAPITAL PARTNERS, LLC, a Virginia limited liability company (the "Buyer"). Capitalized terms unless otherwise defined herein shall be as defined in the Asset Purchase Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby bargain, sell, convey, transfer, and assign all of its right, title, and interest in and to the assets described in **Schedule A**, attached hereto and incorporated herein by reference (the "**Purchased Asscts**").

1. This Bill of Sale is executed pursuant to the terms of the Asset Purchase Agreement, dated as of August 1, 2003, entered into by and among the Seller, Buyer and, for certain limited purposes described therein, GHI (the "Asset Purchase Agreement").

2. Upon the terms and subject to the conditions of the Asset Purchase Agreement, the Seller hereby sells, transfers, conveys, and assigns to the Purchaser all of the Seller's respective right, title, and interest in the Purchased Assets, free and clear of all liens and encumbrances, except for the Permitted Encumbrances, as described in **Schedule B**, attached hereto and incorporated herein by reference.

3. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, representations, warranties, claims, indemnification rights or remedies of the Seller and Buyer as set forth in the Asset Purchase Agreement.

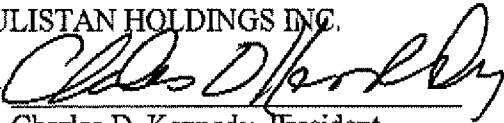
4. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or other entity, other than the Seller and Buyer, any rights, remedies, obligations or liabilities.

5. This Bill of Sale shall bind and inure to the Seller and the Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of Sale and Assignment as of this 28th day of August, 2003.

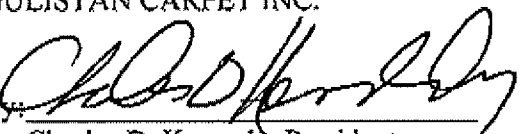
GHI:

GULISTAN HOLDINGS INC.

By: 
Charles D. Kennedy, President

SELLER:

GULISTAN CARPET INC.

By: 
Charles D. Kennedy, President

BUYER:

HAMPTON CAPITAL PARTNERS, LLC

By: 
Phillip C. Essig, Chief Executive Officer

SCHEDULE A

As provided for in Section 2.1.1 of the Asset Purchase Agreement:

Accounts Receivable. All trade accounts receivable, notes receivable, employee advances, and other miscellaneous receivables or rights to payment of any type outstanding as of Closing (and the benefit of all security for such accounts, notes or advances), together with all claims and rights relating thereto including rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods (the "Accounts Receivable");

Inventory. All inventories including raw material, work-in-process and finished goods inventories, samples, fuel oil, bailing material and other similar goods and materials existing as of Closing, and all other materials and supplies (the "Inventory");

Prepaid Expenses. All rights with respect to any payments made by Seller prior to the Closing for items which will not be recognized and accounted for as an expense of the Business until after Closing, or which will otherwise not benefit the Business until after Closing (including prepayments for insurance coverage), including all claims for refunds and rights of offset relating thereto (the "Prepaid Expenses");

Deposits. All deposits with vendors and other third parties (including all utility deposits and security deposits with lessors) and all claims for refunds and rights of offset relating thereto;

Machinery and Equipment. All motor vehicles, trailers, machinery, equipment, tools, accessories, parts, maintenance equipment, instruments, computer hardware, telephone systems, office equipment and furniture (including all artwork), and other items of tangible personal property (other than Inventory) owned by Seller (wherever located and whether or not carried on Seller's books) including, without limitation, the items described on Schedule 2.1(e) (the "Machinery and Equipment");

Records. All data and records (whether in electronic form or otherwise) relating to the Business or Seller's operations, including all customer and supplier lists, customer files and records, pricing and cost information, purchase and sale records, engineering records, sales and promotional materials, property records, personnel records of employees, payroll records, financial and accounting records, environmental records, compliance records, parts lists, manuals, patterns, plans, blueprints and drawings, and all manuals and service and maintenance records pertaining to the Machinery and Equipment (the "Records"); but excluding the items set forth in Section 2.2(d).

Assumed Contracts. Except for the Contracts to be retained by Seller and described in Schedule 2.2 ("Retained Contracts"), all rights, title and interest in, to and under: (i) the Contracts on Schedule 5.19(a); (ii) any Contract identified on any supplement to Schedule 5.19(a) which is specifically assumed and accepted by Buyer at closing; and (iii) any Contract which is not required to be listed on Schedule 5.19(a), or

any supplement thereto, but was entered into in the ordinary course of the operation of the Business (the "Assumed Contracts"):

Intellectual Property. All intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest and as more particularly described in Section 5.25 (the "Intellectual Property Assets"), including: (i) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks, trade dress logo's and other distinctive identification and any applications related to any of the foregoing ("Marks"); (ii) all patents, patent applications and inventions and discoveries that may be patentable ("Patents"); (iii) all registered and unregistered copyrights in both published works and unpublished works ("Copyrights"); (iv) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints ("Trade Secrets"); and (v) all rights in internet web sites and internet domain names presently used by Seller (collectively, "Web Names").

Claims. All claims and causes of action against third parties (whether choate or inchoate, known or unknown, contingent or fixed) including express or implied warranty and product liability claims against manufacturers, equipment suppliers and vendors, or claims of infringement with respect to the Intellectual Property Assets and breach of contract or other claims resulting from breaches or defaults under any of the Assumed Contracts prior to Closing;

Insurance Benefits. All benefits, and all rights to claim benefits, in, to, and under any current or former policy of insurance maintained by Seller, or any predecessor of Seller, insuring or covering the Purchased Assets, the Business, or the Assumed Liabilities, including but not limited to the benefit of any prepayment of premiums and any and all premium reimbursements or refunds related to prepayment of premiums, to the extent transferable or assignable to Buyer.

Permits and Licenses. All governmental permits, licenses, franchises, consents and authorizations which are necessary or required for the operation of the Business as currently conducted, to the extent transferable or assignable to Buyer (collectively, the "Permits");

Telephone Numbers, Listings and Catalogs. All interest in and to all telephone, cell phone and facsimile numbers, e-mail listings and addresses, post office boxes and all listings in all telephone books and directories, web sites, stationery, forms, labels, shipping materials, catalogs, brochures, art work, photographs and advertising and promotional materials;

Goodwill. All goodwill and going concern value relating to the Business; and

Awards in Litigation. All awards, recoveries, and benefits resulting from any pending Proceeding filed by or on behalf of GHI or by Seller, including but not limited to the case styled Gulistan Carpet Inc. v. E.I. DuPont de Nemours & Co., et al., pending in the U.S. District Court of the Western District of North Carolina, MDL Docket Number

303CV1516 (the "Anti-Trust Claim"); provided, however, that any such award, recovery or benefit received pursuant to the Anti-Trust claim shall be held in trust by Buyer for the benefit of Ronile, Inc. and Seller and distributed between Ronile, Inc. and Seller as provided in Section 14.7 below.

Cash and Accounts. All cash or cash equivalents held by Seller or on deposit in a bank brokerage or other accounts, less the amounts needed to pay for expenses of the transaction incurred by Seller or GHI under this Agreement and Retained Liabilities as agreed between Buyer and Seller and as listed on the Closing Statement of Seller and Buyer to be signed by the parties at Closing (the "Closing Statement").

SCHEDULE B

As provided for in Section 5.8(b) of the Asset Purchase Agreement:

1. Wagram Facility Memorandum (as defined on Schedule 5.19(a)).
2. As to the Real Estate Assets, all easements, restrictions, covenants, rights of way and other exceptions and encumbrances of record relating to the Real Estate Assets.

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