

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
Bretlin, Inc.		11/12/2003	CORPORATION: GEORGIA

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: 2

Property Type	Number	Word Mark
Registration Number:	1689133	VEELOK
Registration Number:	2137206	VEELOK

CORRESPONDENCE DATA

Fax Number: (847)441-0911
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (847) 441-9100
 Email: pto@nealmcdevitt.com
 Correspondent Name: Lisa A. Iverson
 Address Line 1: 1776 Ash Street

OP \$65.00 1689133

Address Line 4: Northfield, ILLINOIS 60093

ATTORNEY DOCKET NUMBER: 60197.6047

NAME OF SUBMITTER: Lisa A. Iverson

Signature: /Lisa A. Iverson/

Date: 09/05/2007

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made this 12th day of November, 2003, by BRET LIN, INC, a Georgia 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, The Dixie Group, 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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

Bretlin, Inc.

By: Jon Faulkner (Seal)

Name: Jon Faulkner

Title: VP

Acknowledged and Agreed:

Shaw Industries Group, Inc.

By: Gerald R. Embury (Seal)

Name: Gerald R. Embury

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:

Bretlin, Inc.

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

Acknowledged and Agreed:

Shaw Industries Group, Inc.

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

Columbia Insurance Company

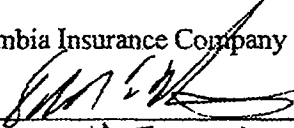
By:  _____ (Seal)
Name: Donald F. Wuster
Title: President

Exhibit A

Marks, Registrations, and Applications

EXHIBIT A

Trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Artist Originals	Bretlin, Inc.	1995375	08-20-1996
Bretlin	Bretlin, Inc.	1667701	12-10-1991
Carriage Carpets & Design	Bretlin, Inc.	1237477	05-10-1983
Fuzzmaster	Bretlin, Inc.	1544574	06-20-1989
New Oasis	Bretlin, Inc.	1170350	09-22-1981
Carriage Carpets -- Quality You Can Stand On	Bretlin, Inc.	2014447	11-05-1996
Special Carpet for Special Places	Bretlin, Inc.	2047525	03-25-1997
Staintech	Bretlin, Inc.	1856827	10-04-1994
Veelok	Bretlin, Inc.	1689133	05-26-1992
Veelok with stylized letters	Bretlin, Inc.	2137206	02-17-1998
Suntron	Bretlin, Inc.	1564725	11-07-1989

Tradenames:

Bretlin, Inc.

Alliance Mills
Carriage Carpets
Community Mills
Cross Point
Globaltex
Metro Mills
Show Floors
Tribune
Wingate

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