

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bretlin, Inc.		07/09/2007	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: 1

Property Type	Number	Word Mark
Registration Number:	2831591	TRIBUNE

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
 Address Line 4: Northfield, ILLINOIS 60093

OP \$40.00 2831591

ATTORNEY DOCKET NUMBER:	60197.6047
NAME OF SUBMITTER:	Lisa A. Iverson
Signature:	/Lisa A. Iverson/
Date:	09/05/2007
Total Attachments: 4 source=Bretlin Tribune TM Assignment#page1.tif source=Bretlin Tribune TM Assignment#page2.tif source=Bretlin Tribune TM Assignment#page3.tif source=Bretlin Tribune TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made this 9th day of July, 2007, by BRET LIN, 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 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., (the "Sellers") pursuant to which Sellers sold, transferred, assigned, and delivered to Shaw the Acquired Assets and the Assumed Liabilities, and Shaw purchased and accepted such Acquired Assets, and assumed such Assumed Liabilities;

WHEREAS, the Columbia is an Affiliate of Shaw;

WHEREAS, pursuant to Section 10.9 of the Asset Purchase Agreement, Shaw designated to 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 transferred and assigned to Columbia and Shaw all of its right, title and interest in and to the applications for registration of the trademarks set forth on Exhibit A attached hereto (the "Marks");

WHEREAS, subsequent to the foregoing transfers, the Marks were registered with the United States Patent and Trademark Office and applied for in the Canadian Trademarks Office;

WHEREAS, Assignor now wishes to assign all its rights title and interest in and to the Marks, as registered, 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 United States 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.

5. The foregoing assignment is subject to the terms of the limited license granted Assignor and its affiliates in the Transition Services Agreement entered at the time of and pursuant to the Asset Purchase Agreement.

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

ASSIGNOR:

BRETLIN, INC.

By: Gary A. Harmon
Gary A. Harmon, President

Acknowledged and Agreed:

Shaw Industries Group, Inc.

By: Fredrick L. Hoopl
Name: FREDERICK L. HOOP
Title: ASSISTANT SECRETARY

Columbia Insurance Company

By: Brenna Nevitt
Name: Brenna Nevitt
Title: Asst Secretary

Exhibit A

TRIBUNE (United States) Reg. No. 2831591

TRIBUNE (Canada) App. No. 1187751