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07-23-2008



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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):

Wachovia Bank National Association

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) \_\_\_\_\_

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Purchase & Liquidation

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Mid-Atlantic Distributing, Inc.

Internal

Address: 3901A Washington Blvd.

Street Address: same

City: Arbutus

State: Maryland

Country: USA Zip: 21227

☐ Association Citizenship \_\_\_\_\_

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

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

☒ Corporation Citizenship Maryland

☐ 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached

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

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

Name: Donald J. Walsh, Esq.

Internal Address: Offit Kurman, P.A.

Street Address: 8 Park Center Court  
Suite 200

City: Owings Mills

State: Maryland Zip: 21117

Phone Number: 443-738-1583

Fax Number: 443-738-1535

Email Address: dwalsh@offitkurman.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9184  
Expiration Date 01/11

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name 00000077 78647298

01 FC:8521

02 FC:8522

48.00 OP  
425.00 OP

9. Signature:

Donald J. Walsh  
Signature

Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK  
REEL: 003822 FRAME: 0092

**TRADEMARKS**

1	ADHESIVES OF DISTINCTION	78647298	3093203
2	GALLERIA FLOORS	75037022	2036858
3	GLASS OF DISTINCTION	78763611	3235318
4	HOBOKEN	73173836	1116229
5	HOBOKEN FLOORS	78440127	3107831
6	HOBOKEN FLOORS	78753830	3353743
7	HOBOKEN FLOORS ADVANTAGE	78847040	3354022
8	HOBOKEN FLOORS BUILDER PLUS	78790101	
9	HOBOKEN FLOORS INSPIRING GREAT ROOMS	78449080	3234350
10	HOBOKEN WITH TREE EMBLEM		1116229
11	INFO CART	78485474	3173109
12	INSPIRED HOME	77037626	
13	INSPIRING GREAT ROOMS	78440117	3276253
14	RELIABLE FLOOR SUPPLY	78498305	3088727
15	TILES OF DISTINCTION	76533695	2918537

16	TILES OF DISTINCTION	76533919	2912277
17	WOODS OF DISTINCTION	76533920	2912278
18	WOODS OF DISTINCTION	76536274	2896848

# Liquittec Industries, Incorporated

Liquittec Industries, Incorporated as agent for Wachovia Bank, in its capacity as administrative agent for various financial institutions in their capacity as secured creditors (under the Uniform Commercial Code) in the matter of Hoboken Floors

10218 N. Port Washington Rd.  
Mequon, WI 53092 USA  
800-570-1946 ext 121  
631-732-6857

Date:  
2/27/2008

Invoice #  
380

**Buyer: David Clickner**

Mid-Atlantic Distributing Inc.  
3901A Washington Blvd.  
Arbutus MD 21227  
443-812-5748

Original Qty Rstd	Location	Lot	Title	Description	Unit Price	Total
1				INTELLECTUAL PROPERTY - HOBOKEN & SPI AS PER ATTACHED SCHEDULE	\$25,000.00	\$25,000.00
				SUCH OTHER NAMES AND TRADEMARKS WHICH WERE UTILIZED BY HOBOKEN AND SPI BUT WHICH WERE NOT REGISTERED		

Please wire funds to : Wachovia Bank  
301 South College Street  
Charlotte, NC 28288 USA  
ABA # 0312-0146-7  
Acct # 2000028343828  
Acct Name : SPI Floors, LLC

Subtotal	\$25,000.00
Subtotal	\$25,000.00
Sales tax rate	0.00%
Total	\$ 25,000.00
Deposit	
Deposit (2nd - if applicable)	
Deposit (3rd - if applicable)	
Deposit (4th - if applicable)	
Balance Due	\$ 25,000.00

Terms: As Noted below - FOB Plant  
Removal of all inventory will be required within 7 days of the date of this invoice.

# Liquittec Industries, Incorporated

LiquitTec Industries, Incorporated as agent for Wachovia Bank, in its capacity as administrative agent for various financial institutions in their capacity as secured creditors (under the Uniform Commercial Code) in the matter of Hoboken Floors

10218 N. Port Washington Rd.  
Mequon, WI 53092 USA  
800-570-1946 ext 121  
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Date:  
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Invoice #  
380

**Buyer:** David Clickner  
Mid-Atlantic Distributing Inc.  
3901A Washington Blvd.  
Arbutus MD 21227  
443-812-5748

## TERMS OF SALE

All of the Inventory Assets are sold "AS IS", FOB Warehouse, without any representation or warranty whatsoever, either expressed or implied, including but not limited to representations or warranties as to quality, quiet enjoyment, condition, mileage description, merchantability or fitness for any particular purpose. All Other Assets are sold "AS IS", "WHERE IS, without any representation or warranty whatsoever, either expressed or implied, including but not limited to representations or warranties as to quality, quiet enjoyment, condition, mileage description, merchantability or fitness for any particular purpose.

Payment of the entire balance must be made prior to the removal of any Asset(s) purchased.

All payments shall consist of cash, cashier's check, wire transfer or certified funds.

All purchases must be removed by the purchaser at its own risk and expense and in compliance with all applicable laws, regulations or ordinances. No allowances or adjustment of any kind will be made once the Asset purchased is removed.

Any Asset which is not removed by the final or the negotiated removal date shall be deemed abandoned and forfeited. If the purchaser fails to comply with the terms of final payment and/or removal, the Seller reserves the right to resell the items concerned, without notice to the purchaser and any payments will be forfeited. The purchaser will remain liable for any deficiency as well as expenses incurred in connection with the resale or removal of any abandoned and forfeited Asset.

All lots offered for sale that have drawers, storage compartments or any other areas for storage, are sold without contents therein or thereon. The obligation to obtain applicable permits, licenses and registration fees (i.e.: software, vehicles, etc.) are the sole responsibility of the purchaser. Computers are sold as hardware only; purchasers do not have rights to any information or software, which may be in the system.

All information, materials and reports, either verbal or printed that have been provided by the Seller are correct to the best of our knowledge and in no other way is accuracy of same guaranteed by the Seller. All vehicle odometer readings are correct to the best of our knowledge; however, the Seller does not warrant or guarantee their accuracy. Purchasers shall rely on their own due diligence and inspection.

Appropriate sales tax must be paid where applicable. Exceptions: Properly completed and executed Resale/Exemption. IRS regulations require us to report all cash payments, as defined by the IRS, exceeding \$10,000.00 from any one purchaser for one transaction or two or more related transactions.

VEHICLES: All buyers must pay state sales tax to the department of motor vehicles of the respective state in which the vehicle will be registered. The exact name and address in which the vehicle will be registered must be submitted to the Auctioneer at the time of payment.

Acknowledge and Accepted	Reference #'s accepting (list all)	Date
<hr/>	<hr/>	<hr/>
Material Inspected		Date
<hr/>	<hr/>	<hr/>
Material Accepted and Received		Date
<hr/>	<hr/>	<hr/>

## Schedule 7.14

Intellectual Property

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Next Action Due</u>
HOBOKEN WITH TREE EMBLEM		1116229	registered 4/3/79	
WOODS OF DISTINCTION (with logo)	76533920	2912278	registered 12/21/04	Section 8 and 15 affidavit – between 12/21/09 and 12/21/10
WOODS OF DISTINCTION	76536274	2896848	registered 10/26/04	Section 8 and 15 affidavit – between 10/26/09 and 10/26/10
TILES OF DISTINCTION (with logo)	76533919	2912277	registered 12/21/04	Section 8 and 15 affidavit – between 12/21/09 and 12/21/10
TILES OF DISTINCTION	76533695	2918537	registered 1/18/05	Section 8 and 15 affidavit – between 1/18/10 and 1/18/11
HOBOKEN	73/173,836	1,116,229	registered 4/3/79	8&9 DEC/RENEWAL LATE RENEWAL DUE SECTION 8 & 15 FILED
HOBOKEN FLOORS				
HOBOKEN FLOORS	78/440,127		Applied: 23JE2004	T&T WATCH ANNIV.
RELIABLE FLOOR SUPPLY	78/498,305		Applied: 12OC2004	T&T WATCH ANNIV.
INSPIRING GREAT ROOMS	78/440,117		Applied: 23JE2004	
HOBOKEN FLOORS INSPIRING GREAT ROOMS (LOGO)	78/449,080		Applied: 12JL2004	T&T WATCH ANNIV.
INFO CART	78/485,474		Applied: 17SE2004	
Galleria Floors	75/037,022	2,036,858	Registered	Renewal Due 02/11/2007

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Next Action Due</u>
██████████	0	██████████	██████████	██████████

1. Hoboken Wood uses the unregistered trademark "College of Knowledge" in its employee training procedures.
2. The Joining Borrower used the unregistered trade/servicemark "Designer Showcase".
3. Hoboken Wood entered into a Settlement Agreement as of July 9, 2004 with Couristan, Inc. ("Couristan") to settle Couristan's claims that Hoboken Wood's mark of "The Foundation of Every Great Room" had infringed Couristan's mark of "The Foundation of Any Great Room." Hoboken Wood no longer uses the similar mark.
4. Internet domain names:

18002837575.com	2/14/08	Superior Products, Inc. 7575 Washington Blvd. Elkridge, Maryland 21075	Bob Wohlfort bwohlfort@spifloors.com	Register.com
gardenstatefloorsupply.biz	4/28/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
gardenstatefloorsupply.com	4/29/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
gardenstatefloorsupply.net	4/29/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
gardenstatefloorsupply.us	4/28/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
gsfa.biz	4/28/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
gsfs.us	4/28/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenfloors.biz	11/18/12	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenfloors.com	1/3/08	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenfloors.info	9/12/12	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenfloors.net	11/19/1	Ira Lefkowitz	Ira Lefkowitz	Network

	1	181 Campanelli Parkway Stoughton, MA 02072	ilefkowitz@hobokenfloors.com	Solutions
hobokenfloors.tv	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenfloors.us	4/23/13	Hoboken Floors 181 Campanelli Parkway Stoughton, MA 02072	Hoboken Floors jcohen@hobokenfloors.com	
hoboken-floors.com	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hoboken-floors.info	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hoboken-floors.net	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenwoodfloors.biz	11/18/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenwoodfloors.com	8/11/09	Kevin O'Leary 15 Everett Place Wayne, NJ 07470	Kevin O'Leary kevinol@optonline.net	Network Solutions
hobokenwoodfloors.info	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hobokenwoodfloors.net	11/19/1 1	Ira Lefkowitz 181 Campanelli Parkway Stoughton, MA 02072	Ira Lefkowitz ilefkowitz@hobokenfloors.com	Network Solutions
hobokenwoodfloors.us	4/23/13	Hoboken Floors 181 Campanelli Parkway Stoughton, MA 02072	Hoboken Floors jcohen@hobokenfloors.com	Network Solutions
hoboken-wood-floors.biz	11/18/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hoboken-wood-floors.com	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
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hoboken-wood-floors.net	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
hoboken-wood-floors.tv	11/19/1 2	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors.com	Network Solutions
reliablefloorsupply.biz	5/13/06	Reliable Floor Supply 53-61 S. Essex Street Orange, NJ 07050	Reliable Floor Supply kevinol@optonline.net	Network Solutions
reliablefloorsupply.com	5/14/08	Reliable Floor Supply 53-61 S. Essex Street Orange, NJ 07050	Scott Durann kevinol@optonline.net	Melbourne IT, Ltd d/b/a/ Internet

				Names Worldwide
reliablefloorsupply.net	5/14/07	Reliable Floor Supply 53-61 S. Essex Street Orange, NJ 07050	Scott Durann kevinol@optonline.net	Melbourne IT, Ltd d/b/a/ Internet Names Worldwide
spifloors.com	5/9/08	Superior Products, Inc. 7575 Washington Blvd. Elkridge, Maryland 21075	Bob Wohlfort bwohlfort@spifloors.com	Register.co m
superiortileandstone.com	6/19/10	Superior Products, Inc. 7575 Washington Blvd. Elkridge, Maryland 21075	Bob Wohlfort bwohlfort@spifloors.com	Register.co m
spiflooring.com	9/30/08	Superior Products, Inc. 7575 Washington Blvd. Elkridge, Maryland 21075	Bob Wohlfort bwohlfort@spifloors.com	Network Solutions
woodfloorsamerica.biz	4/30/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors. com	Network Solutions
woodfloorsamerica.com	8/11/12	Kevin O'Leary 15 Everett Place Wayne, NJ 07470	Kevin O'Leary kevinol@optonline.net	Network Solutions
woodfloorsamerica.net	5/1/10	Hoboken Wood Flooring, LLC 70 Demarest Drive Wayne, New Jersey 07470	Mike Greene mgreene@hobokenfloors. com	Network Solutions
woodfloorsamerica.us	4/23/13	Hoboken Floors 181 Campanelli Parkway Stoughton, MA 02072	Hoboken Floors jcohen@hobokenfloors.c om	Network Solutions
woodfloorsofamerica.com	3/19/06	Kevin O'Leary 15 Everett Place Wayne, NJ 07470	Kevin O'Leary kevinol@optonline.net	Melbourne IT, Ltd d/b/a/ Internet Names Worldwide