

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the inadvertent Assignment of Registration No. 1,583,718 in Assignment: 16 in the record previously recorded on Reel 003195 Frame 0271. Assignor(s) hereby confirms the Assignment from Wayn-Text Incorporated to Mohawk Brands, Inc. dated November 11, 2005.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayn-Text, LLC, successor in interest to Wayn-Text Incorporated		11/11/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Mohawk Brands, Inc.
Street Address:	103 Foulk Road
Internal Address:	Suite 202
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1583718	POLY-BOND

CORRESPONDENCE DATA

Fax Number: (919)416-8363
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500
 Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	024827.107
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OP \$40.00 1583718

NAME OF SUBMITTER:	Arlene D. Hanks
Signature:	/Arlene D. Hanks/
Date:	08/26/2008
Total Attachments: 5 source=TM POLY-BOND CorrectiveAssignment_1#page1.tif source=TM POLY-BOND CorrectiveAssignment_1#page2.tif source=TM POLY-BOND CorrectiveAssignment_1#page3.tif source=TM POLY-BOND CorrectiveAssignment_1#page4.tif source=TM POLY-BOND CorrectiveAssignment_1#page5.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayn-TEX Incorporated		11/11/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Mohawk Brands, Inc.
Street Address:	300 Delaware Ave
Internal Address:	Suite 900
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75684885	ANGEL HAIR
Serial Number:	75684887	ANGELBAC
Serial Number:	75684888	GRAPHICSBAC
Serial Number:	76244965	PIN STRIPE
Serial Number:	73663464	POLY-BOND
Serial Number:	75684886	PRIMA WEAVE
Serial Number:	75684884	PRIMA WEAVE II
Serial Number:	76081368	STABILOK
Serial Number:	76006812	UNITARYBAC
Serial Number:	73254528	WAYN-TEX INC.
Serial Number:	73254529	WTI

CORRESPONDENCE DATA

900036163

TRADEMARK
 REEL: 003842 FRAME: 0271
TRADEMARK
 REEL: 003842 FRAME: 0028

CH \$290.00 75684885

Fax Number: (706)624-2483

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 706-624-2254

Email: misty_young@mohawkind.com

Correspondent Name: Misty Young

Address Line 1: 160 South Industrial Blvd.

Address Line 4: Calhoun, GEORGIA 30701

NAME OF SUBMITTER:	Suzanne Alcocer
Signature:	/Suzanne Alcocer/
Date:	11/16/2005
Total Attachments: 1 source=Wayntex Assignment#page1.tif	

CORRECTION OF TRADEMARK ASSIGNMENT

THIS CORRECTION OF TRADEMARK ASSIGNMENT is made *nunc pro tunc* effective as of the 11th day of November, 2005, by and between WAYN-TEX, LLC, the successor in interest to WAYN-TEX INCORPORATED, a Delaware corporation, whose address was formerly 901 South Delphine Avenue, Waynesboro, VA and is now 160 South Industrial Boulevard, Calhoun, GA, (hereinafter "Assignor"), and MOHAWK BRANDS, INC., a Delaware corporation, whose address was formerly 300 Delaware Avenue, Suite 900, Wilmington, DE and is now 103 Foulk Road, Suite 202, Wilmington, DE (hereinafter "Assignee").

RECITALS

WHEREAS, in a document executed on and effective as of November 11, 2005 entitled "Trademark Assignment," Assignor purported to transfer to Assignee all rights, title and interest in and to, *inter alia*, the POLY-BOND trademark and the registration thereof in the United States Patent and Trademark Office, Registration No. 1,583,718, (the "Trademark"), together with the goodwill of the business symbolized by the Trademark and all rights appurtenant thereto, (the "Trademark Assignment"), which such document was recorded at Reel 3195, Frame 0271 of the Assignments Division of the United States Patent and Trademark Office ("USPTO") and is reflected as "Assignment: 16" in the USPTO Trademark Assignment Abstract of Title for such registration; and

WHEREAS, Assignor and Assignee acknowledge that the Trademark was inadvertently included in the schedule attached to the Trademark Assignment of trademarks assigned by Assignor to Assignee and that, in fact, Assignor was not the owner of the Trademark at the time of its purported assignment to Assignee pursuant to the Trademark Assignment; and

WHEREAS, the parties are desirous of correcting the Trademark Assignment to delete the Trademark from the marks assigned by Assignor to Assignee and to correct the recordation of the Trademark Assignment in the USPTO Assignments Division under Reel 3195, Frame 0271 accordingly;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their execution below:

1. The parties agree that the above and foregoing Recitals are incorporated herein by reference as though fully restated verbatim.
2. The parties do hereby correct the Trademark Assignment *nunc pro tunc* effective as of the 11th day of November, 2005, to delete from the trademarks assigned by Assignor to Assignee the POLY-BOND trademark and the registration thereof in the United States Patent and Trademark Office, Registration No. 1,583,718, and the goodwill of the business symbolized thereby and all rights appurtenant thereto, and do further agree that this Correction of Trademark Assignment should be recorded in the USPTO Assignments Division so that the USPTO

Trademark Assignment Abstract of Title for the POLY-BOND Reg. No. 1,583,718 will reflect that such Trademark Assignment was erroneously recorded against such registration.

EFFECTIVE *nunc pro tunc* as of the 11th day of November, 2005.

**WAYN-TEX LLC, the successor in
interest to WAYN-TEX INCORPORATED**

By: Barbara M. Goetz

Name: Barbara Goetz

Title: Vice-President and Assistant Secretary

Date: August 12, 2008

MOHAWK BRANDS, INC.

By: Frank A. Boykin

Name: Frank Boykin

Title: President

Date: 8-12-08

TRADEMARK ASSIGNMENT

Wayn-Tex Incorporated, a corporation of the State of Delaware, with its principal place of business at 901 South Delphine Avenue Waynesboro, VA (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Mohawk Brands, Inc., a corporation of the State of Delaware, with its principal place of business at 300 Delaware Ave. Suite 900 Wilmington, DE (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE'S name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.S.T.), November 11, 2005.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.S.T.), November 11, 2005.

WAYN-TEX INCORPORATED

By: Salvatore J. Perillo
Name: Salvatore J. Perillo
Title: VP & General Counsel

STATE OF Georgia §
COUNTY OF Gordon §

On this 11th day of November, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared SALVATORE J. PERILLO, known by me to be the person of the above name and an officer of Wayn-Tex Incorporated, duly authorized to execute this Trademark Assignment on behalf of Wayn-Tex Incorporated, who signed and executed the foregoing instrument on behalf of Wayn-Tex Incorporated.

Misty Young
Notary Public, Murray County, Georgia
My Commission Expires: Jan. 14, 2008

MOHAWK BRANDS, INC.

By: Jerry Melton
Name: Jerry Melton
Title: Vice President

STATE OF Georgia §
COUNTY OF Gordon §

On this 11th day of November, 2005 before me, a Notary Public in and for the State and County aforesaid, personally appeared JERRY L. MELTON, known by me to be the person of the above name and an officer of Mohawk Brands, Inc. duly authorized to execute this Trademark Assignment on behalf of Mohawk Brands, Inc. who signed and executed the foregoing instrument on behalf of Mohawk Brands, Inc.

Misty Young
Notary Public, Murray County, Georgia
My Commission Expires: Jan. 14, 2008

RECORDED: 11/16/2005

RECORDED: 08/26/2008

TRADEMARK
REEL: 003195 FRAME 0273
TRADEMARK

REEL: 003842 FRAME: 0032