

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
AFY Holding Company		06/16/2009	CORPORATION: DELAWARE
American Fibers and Yarns Company		06/16/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Shaw Industries Group, Inc.		
Street Address:	616 East Walnut Avenue		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30722		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1144232	MARQUESA	
CORRESPONDENCE DATA			
Fax Number:	(847)441-0911		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-441-9100		
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Lisa A. Iverson / Neal & McDevitt, LLC		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	44050.5144		
NAME OF SUBMITTER:	Lisa A. Iverson		
Signature:	/Lisa A. Iverson/		

OP \$40.00 1144232

900151473

**TRADEMARK
 REEL: 004126 FRAME: 0213**

Date:

01/07/2010

Total Attachments: 9

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TRADEMARK PURCHASE AGREEMENT

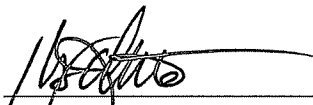
This Agreement, dated the 15th day of June, 2009 is by and between Shaw Industries Group, Inc., a Georgia corporation, with its principal place of business at 616 East Walnut Ave., Dalton, Georgia 30722 (hereinafter "Shaw" and/or "Buyer"), and AFY Holding Company, a Delaware corporation, and its wholly owned subsidiary American Fibers and Yarns Company, a Delaware corporation, with its principal place of business formerly at 55 VilCom Circle Suite 300, Chapel Hill, NC 27514 (collectively referred to hereinafter "Sellers").

1. *Sale*: In consideration of the sum of six thousand and five hundred dollars (\$6,500.00 U.S.), and subject to the terms and conditions hereof, Sellers shall sell to Buyer all of Seller's right, title, and interest in and to the MARQUESA and MARQUESA LANA trademarks (the "Marks") and registrations (the "Registrations") thereof identified in Exhibit B attached hereto, together with the goodwill of the business symbolized thereby. Buyer shall remit payment to Sellers within three (3) business days after the full execution of this Agreement and delivery of the Assignment. Further, Buyer agrees to waive any and all claims against the Seller and their respective bankruptcy estates, subsidiaries, parents, shareholders, investors, principals, professionals, advisors, attorneys, agents, servants, employees, officers, directors, insurers, successor or successors in interest and assigns (the "Seller Release Parties"), in law or equity, known or unknown, filed or unfiled, asserted or unasserted, which the Buyer ever had, now has or hereafter can, shall or may have, against any of the Seller Release Parties arising from or related to (i) that certain Trademark License Agreement, made as of September 25, 1992 and the subject of the Debtor's Sixth Motion for an Order, Pursuant to Sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases [Docket No. 424], (ii) the Marks and (iii) the Registrations.
2. *Assignment*: Upon payment, Sellers shall execute a full assignment of rights in the form attached as Exhibit A hereto (the "Assignment").
3. *Representations and Warranties*: Sellers represent and warrant that they: (a) own the Marks and Registrations and have the full right, power and authority to sell them to Buyer; and (b) have not granted any exclusive license to use the Marks and/or Registrations nor assigned any rights in and to the Marks and/or Registrations to any third party prior to the date of this Agreement; provided, however, that Buyer expressly understands, acknowledges and agrees that the conveyance of the Marks and Registrations pursuant to the terms and conditions of this Agreement and the Assignment shall be made by Seller to Buyer on an "as is, where is" basis and with all faults, and Buyer acknowledges that Buyer has agreed to buy the Marks and Registrations in their present condition and that Buyer is relying solely on its own examination and inspections of the Marks and Registrations and not on any statements or representations made by Seller or any agents or representatives of Seller, except for those representations and warranties specifically made in this paragraph.
4. *Assumption of all liabilities*: Buyer shall assume any and all liabilities and responsibilities in connection with the Marks and Registrations, including, without limitation, its protection and registration, arising from and after the date of this Agreement.

5. *Covenants of Seller.* Sellers agree that they will execute such further documents and take such further actions as may be reasonably requested by Buyer and as are reasonably necessary to effect the transactions contemplated hereby and support the validity of the Marks.
6. *Binding Agreement.* This Agreement will be binding upon and inure to the benefit of the parties, their permitted successors and assigns, and affiliated and related companies.
7. *Applicable Law:* This Agreement shall be governed, construed, and enforced in accordance with the laws of the United States and the laws of the state of Georgia.
8. *Parties:* This Agreement contains the entire agreement between the parties hereto and supercedes any other prior agreements, whether written or oral.

Date: 6-16-2009

BUYER:
SHAW INDUSTRIES GROUP, INC.

By: 
Name: KENNETH G. JACKSON, E.V.
Title: and Chief Financial Officer

Date: _____

SELLERS:
AFY HOLDING COMPANY

and

AMERICAN FIBERS AND YARNS
COMPANY

By: _____
Name: John R. Mays
Title: President

Date: _____

BUYER:
SHAW INDUSTRIES GROUP, INC.

By: _____
Name: _____
Title: _____

Date: 6/16/09

SELLERS:
AFY HOLDING COMPANY

and

**AMERICAN FIBERS AND YARNS
COMPANY**

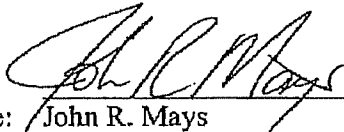
By: 
Name: John R. Mays
Title: President

EXHIBIT A
TRADEMARK ASSIGNMENT

WHEREAS, AFY Holding Company, a Delaware corporation, and its wholly owned subsidiary American Fibers and Yarns Company, a Delaware corporation, with its principal place of business formerly at 55 VilCom Circle Suite 300, Chapel Hill, NC 27514 (“Assignor”), has adopted and owns the MARQUESA and MARQUESA LANA trademarks (the “Marks”) in connection with various yarns and threads in International Class 23, as defined in its registrations for the Marks identified in Exhibit B;


WHEREAS, Assignor is the owner of various registrations (the “Registrations”) for the Marks, as identified in Exhibit B, attached hereto; and

WHEREAS, Shaw Industries Group, Inc., a Georgia corporation, with its principal place of business at 616 East Walnut Ave., Dalton, Georgia 30722, (“Assignee”), desires to acquire the Marks and the Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee any and all right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks, and the Registrations thereof, effective as of the date of execution subject to the terms and conditions of that certain Trademark Purchase Agreement dated as of the 15th day of June, 2009, by and between the Assignor and the Assignee.

Date: 6-16-09

ASSIGNEE:
SHAW INDUSTRIES GROUP, INC.

By: 
Name: KENNETH G. JACKSON, E.V.P.
Title: and Chief Financial Officer

Date: _____

ASSIGNOR:
AFY HOLDING COMPANY

and

**AMERICAN FIBERS AND YARNS
COMPANY**

By: _____
Name: _____
Title: _____

Date: _____

ASSIGNEE:
SHAW INDUSTRIES GROUP, INC.

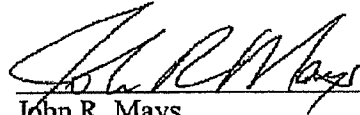
By: _____
Name: _____
Title: _____

Date: 6/16/09

ASSIGNOR:
AFY HOLDING COMPANY

and

AMERICAN FIBERS AND YARNS
COMPANY

By: 
Name: John R. Mays
Title: President

**EXHIBIT B
MARKS AND REGISTRATIONS**

Mark	Country	Status	App. No.	Reg. No.
MARQUESA	Australia	Registered		A335648
MARQUESA	Austria	Registered		121521
MARQUESA	Benelux	Registered		477880
MARQUESA	Canada	Registered		TMA673436
MARQUESA	Chile	Registered		268375
MARQUESA	Columbia	Registered		255262
MARQUESA	Denmark	Registered		VR 1991 01714
MARQUESA	Ecuador	Registered		2205-94
MARQUESA	Egypt	Pending	136827	
MARQUESA	Finland	Registered		115873
MARQUESA	Germany	Registered		1134923
MARQUESA	Ireland	Registered		128066
MARQUESA	Italy	Registered		55605
MARQUESA	Macao	Registered		10158
MARQUESA	Malaysia	Registered		89/07708
MARQUESA	Mexico	Registered		406558
MARQUESA	New Zealand	Registered		128913
MARQUESA	Norway	Registered		146203
MARQUESA	Philippines	Registered		57411
MARQUESA	Portugal	Registered		262831
MARQUESA	Singapore	Registered		B422/91
MARQUESA	Spain	Registered		1980626
MARQUESA	Switzerland	Registered		360911
MARQUESA	Taiwan	Registered		531553
MARQUESA	Thailand	Registered		145286
MARQUESA	United Kingdom	Registered		1328557

MARQUESA (stylized)	Costa Rica	Registered		61595
MARQUESA (stylized)	Hong Kong	Registered		118/1993
MARQUESA (stylized)	United States	Registered		1144232
MARQUESA LANA	Benelux	Registered		438921
MARQUESA LANA	Canada	Registered		TMA311024
MARQUESA LANA	France	Registered		1464753
MARQUESA LANA	Japan	Registered		2164591