

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
Stuart Flooring Corporation		04/12/2010	CORPORATION: VIRGINIA
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		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3194191	STUART	
Registration Number:	3279727	S	
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:	44050.5210		
NAME OF SUBMITTER:	Lisa A. Iverson		
Signature:	/Lisa A. Iverson/		
Date:	05/04/2010		

OP \$65.00 3194191

Total Attachments: 5

source=Assignment document#page1.tif

source=Assignment document#page2.tif

source=Assignment document#page3.tif

source=Assignment document#page4.tif

source=Assignment document#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective this 12th day of April, 2010, by and between **STUART FLOORING CORPORATION**, a Virginia corporation ("Assignor") and **SHAW INDUSTRIES GROUP, INC.**, a Georgia corporation ("Assignee").

STATEMENT OF FACTS

WHEREAS, Assignor, Assignee, Tarkett Enterprises Inc., a Delaware corporation ("Tarkett Enterprises"), and Tarkett S.A., an entity organized under the laws of France ("Tarkett S.A."), have entered into a Facility Purchase Agreement (the "Purchase Agreement"), dated April 12, 2010, by and among Assignor, Assignee, Tarkett Enterprises, and Tarkett S.A., pursuant to which, among other things, Assignor shall sell, transfer, assign, and deliver to Assignee the Acquired Assets (defined in the Purchase Agreement) (which Acquired Assets include the Marks (as defined below)), and Assignee shall purchase and accept such Acquired Assets, and in connection therewith, Assignor will receive the consideration set forth in the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, and in consideration therewith and herewith, Assignor wishes to transfer and assign to Assignee 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 Purchase Agreement.

ASSIGNMENT

1. Assignor hereby irrevocably and unconditionally sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Marks, the applications and registrations therefor as identified on Exhibit A, along with any priorities, rights or registrations resulting therefrom, and the goodwill of the business connected with the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives as fully and entirely as the same would be held and enjoyed by Assignor had this assignment not been made. Such assignment also includes 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 this assignment not been made.

2. The Marks are to be held and enjoyed by Assignee in the manner contemplated herein for the exclusive use and benefit of Assignee and its representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

3. Assignor agrees, for itself and its successors, with Assignee and its successors and assigns, but solely at Assignee's expense, hereafter to execute all reasonable applications, amended specifications, deeds or other instruments, and to do all reasonable acts necessary or proper to secure the grant of registered trademarks and service marks in the United States, Canada and in all other countries to Assignee, in such form as shall be reasonably approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks.

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

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

ASSIGNOR:

Stuart Flooring Corporation

By: Thomas E. Dowling (Seal)

Name: THOMAS DOWLING

Title: CFO, TARGETT ENTERPRISES INC.

Acknowledged and Agreed:

ASSIGNEE:

Shaw Industries Group, Inc.

By: _____ (Seal)

Gerald R. Embry
Vice President, Administration

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

ASSIGNOR:

Stuart Flooring Corporation

By: _____ (Seal)

Name: _____

Title: _____

Acknowledged and Agreed:

ASSIGNEE:

Shaw Industries Group, Inc.

By: Gerald R. Embry (Seal)

Gerald R. Embry

Vice President, Administration

Exhibit A

Marks

Country	Owner	Mark-Application/ Registration Number	Description
United States	Stuart Flooring Corporation	3,194,191	Stuart Trademark
United States	Stuart Flooring Corporation	3,279,727	Stuart Logo
Canada	Stuart Flooring Corporation	TMA 688,431	Stuart Logo
Canada	Stuart Flooring Corporation	TMA 689,334	Stuart Trademark