



Attorney Docket No. 0

100837983

RECEIVED

SEP 18 11 31 AM '98 The Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): NationsBank of Texas, N.A.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: **MRD**

Assignment Merger
 Security Agreement Change of Name **9-18-98**
 Other: Assignment and Release From Security Interest and License

Execution Date: August 25, 1998

2. Name and Address of receiving party(ies):
 Name: Monarch Tile, Inc.
 Internal Address:
 Street Address: 834 Rickwood Road
 City: Florence State: Alabama Zip: 35632

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership - Texas
 Corporation -State: Delaware
 Other
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See Exhibit A

Additional Numbers attached? Yes No

B. Trademark registration No.(s)

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Dwain K. Rogers, Jr.
 Internal Address:
 Street Address: Thompson & Knight, P.C.
 1700 Pacific Avenue, Suite 3300
 City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 15

7. Total Fee (37 CFR 3.41): \$390.00
 (payable to Commissioner of Patents and Trademarks)

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: Please charge any excess fees that are not covered in the enclosed check to Account No. 20-0821 of Thompson & Knight, P.C.
 (Attach Duplicate Copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dwain K. Rogers, Jr. 9/17/98
 Name of Person Signing Signature Date

03073.05437 CORP 204822 OMB No. 0651-0011 (exp. 4/94) Total number of pages comprising cover sheet 2

09/23/1998 TTM11 00000069 1693107

01 FC:481
02 FC:482

40.00 DP
350.00 DP

**EXHIBIT A
TO
TRADEMARK RECORDATION FORM**

Mark	Reg. No.	Reg. Date
Design Only (Lion Head in Box)	1,693,007	6/9/92
MILLBRITE	1,296,251	9/18/84
MILLSTONE	1,216,737	11/16/82
MONARCH	714,603	5/2/61
MONARCH & Design	1,401,195	7/15/86
MONARCH TILE	1,690,808	6/2/92
MONARCH TILE & Design	1,698,401	6/30/92
MONO-SCORE	789,880	5/25/65
MULTI-SET	713,360	4/4/61
PIZZAZZ ACCENTS	1,472,306	1/12/88
REGATTA	1,472,304	1/12/88
SAFARI	1,472,308	1/12/88
SHADOWS	1,358,053	9/3/85
SNAPS	1,753,921	2/23/93
SPARKLERS	1,724,647	10/13/92

**ASSIGNMENT AND RELEASE FROM
SECURITY INTEREST AND LICENSE OF TRADEMARKS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NationsBank, N.A., successor by merger to NationsBank of Texas, N.A. ("NationsBank"), does hereby assign to Monarch Tile, Inc., a Delaware corporation ("Monarch"), all its right, title and interest to the Trademark Collateral, as specifically designated on Exhibit A, together with the goodwill of the business symbolized thereby, and hereby terminates and releases its security interest in the Trademark Collateral, originally assigned, granted, transferred, and conveyed as an assignment and security interest by execution and delivery of that certain Intellectual Property Security Agreement and Assignment entered into between Monarch and NationsBank, dated July 11, 1995, which was recorded with the United States Patent and Trademark Office, Reel 1394, Frame 0626.

NationsBank hereby terminates and releases its irrevocable license to use the Trademark Collateral, originally granted and conveyed by execution and delivery of that certain License Agreement, dated July 11, 1995, which was recorded with the United States Patent and Trademark Office, Reel 1395, Frame 0698.

NationsBank hereby terminates and releases any further interest it may have, if any, in the trademarks and trademark applications of Monarch, including but not limited to any registrations therefor as set forth on Exhibit A and attached hereto.

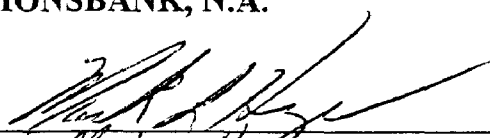
NationsBank makes no representations or warranties regarding title to or the condition or adequacy for any purpose of the Trademark Collateral.

NATIONS BANK, N.A.

By: _____

Name: _____

Title: _____



Mark L. Heme

Vice President

State of Alabama

§
§
§

County of Jefferson

Mark L. Henze, of NationsBank, N.A., personally appeared before me, and being first duly sworn declared that he/she signed the Assignment and Release From Security Interest and License of Trademarks in the capacity designated, and further states that he/she has read the above document, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 25 day of August, 1998.

Lay S. Willingham
Notary Public in and for the State of ~~Texas~~ Alabama

My Commission Expires:

11/17/99

Lay S. Willingham
Printed Name

**EXHIBIT A
TO
ASSIGNMENT AND RELEASE FROM SECURITY INTEREST
AND LICENSE OF TRADEMARKS**

**TRADEMARKS AND SERVICE MARKS REGISTERED WITH THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

Mark	Reg. No.	Reg. Date
CANDLELIGHT ¹	1,474,185	1/26/88
CROWNE SERIES ²	1,687,885	5/19/92
Design Only (Lion Head in Box)	1,693,007	6/9/92
Design Only ³	1,037,885	4/13/76
MILLBRITE	1,296,251	9/18/84
MILLSTONE	1,216,737	11/16/82
MONARCH	714,603	5/2/61
MONARCH & Design	1,401,195	7/15/86
MONARCH TILE	1,690,808	6/2/92
MONARCH TILE & Design	1,698,401	6/30/92
MONO-SCORE	789,880	5/25/65
MULTI-SET	713,360	4/4/61
PIZZAZZ ACCENTS	1,472,306	1/12/88
REGATTA	1,472,304	1/12/88
SAFARI	1,472,308	1/12/88
SHADOWS	1,358,053	9/3/85
SHADOWS SILHOUETTES ⁴	1,475,945	2/9/88
SNAPS	1,753,921	2/23/93

¹ Cancelled for failure to file a Section 8 Affidavit.

² To be cancelled as of 7/14/98 for failure to file a Section 8 Affidavit.

³ Expired for failure to file a Renewal.

⁴ Cancelled for failure to file a Section 8 Affidavit.

Mark	Reg. No.	Reg. Date
SPARKLERS	1,724,647	10/13/92
TWILIGHT SHADOWS ⁵	1,478,714	3/1/88

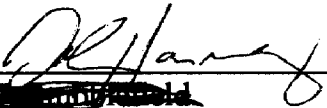
⁵ Cancelled for failure to file a Section 8 Affidavit.

CERTIFICATE OF EXPRESS MAIL

Express Mail Label Number: EL073181670US

Date of Deposit: September 17, 1998

I hereby certify the foregoing documents are being deposited with the United States Postal Service as Express Mail, Post Office to Addressee, postage prepaid, in an envelope addressed to the Commissioner for Patents and Trademarks, Box ASSIGNMENTS, Washington, D.C. 20231 on September 17, 1998.


~~John Harvey~~
John Harvey