

06-10-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102116736

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Monarch Ceramic Tile, Inc.

6-3-02

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

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

2. Name and address of receiving party(ies)

Name: American Marazzi Tile, Inc.

Internal

Address:

Street Address: 359 Clay Road

City: Sunnyvale State: TX Zip: 75154

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

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 31, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,690,808

Additional number(s) attached Yes No

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

Name:

Internal



25883

PATENT TRADEMARK OFFICE

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0780/AMTI-25,850

DO NOT USE THIS SPACE

9. Signature

PETER J. THOMA

Peter J. Thoma

6-3-2002

Name of Person Signing

Signature

Date

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

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/07/2002 TBIAZI 00000114 1690808

01 FC:481

40.00 DP

TRADEMARK
REEL: 002521 FRAME: 0964

ASSIGNMENT OF TRADEMARK AND REGISTRATION

WHEREAS Monarch Ceramic Tile, Inc., a corporation of the State of Texas, ("Assignor") with an address of 359 Clay Road, Sunnyvale, Texas 75154, is the owner of the mark listed below, which is registered in the United States Patent & Trademark Office, having acquired ownership of the mark by assignment from Monarch Tile, Inc. on August 25, 1998, through an agreement entitled "Trademark Assignment Agreement," a true copy of which is attached hereto and incorporated herein by reference;

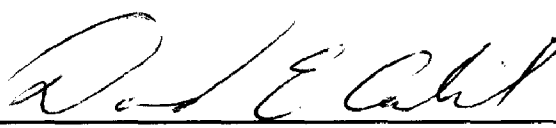
WHEREAS American Marazzi Tile, Inc., a corporation of the State of Texas, ("Assignee") with an address of 359 Clay Road, Sunnyvale, Texas 75154, is desirous of acquiring said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to said mark, together with the good will of the business symbolized by the mark, and the registration thereof identified below.

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
MONARCH TILE	1,690,808	June 2, 1992

Signed in Sunnyvale, Texas, U.S.A., this 31st day of May, 2002.

Monarch Ceramic Tile, Inc.

By: 

 David E. Carlile

Its: Secretary, Treasurer

State of
County of

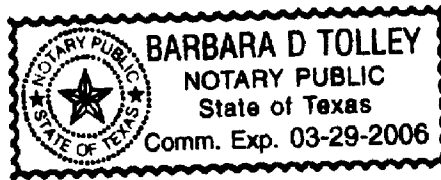
§
§ ss:

On this 31st day of May, 2002, personally appeared before me David E. Carlile, to me known and known to me to be the Secretary, Treasurer of Monarch Ceramic Tile, Inc., the Assignor above named, and acknowledged that executed the foregoing instrument on behalf of said Assignor and pursuant to authority duly received and that the seal affixed hereto in the name and on behalf of said corporation is the corporate seal thereof.

Barbara D. Tolley
Notary Public

Barbara D. Tolley
Printed or Typed Name of Notary Public

My Commission Expires: 3-29-2006



TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of August 25, 1998, (the "Effective Date") is made by and between Monarch Ceramic Tile, Inc., a Texas corporation located at 359 Clay Road, Sunnyvale, Texas 75154 ("Buyer"), and Monarch Tile, Inc., a Delaware corporation located at 834 Rickwood Road, Florence, Alabama 35632 ("Seller").

WITNESSETH:

WHEREAS, Seller has adopted and used and in certain cases registered or applied for registration of the trademarks listed on Exhibit A to this Agreement in connection with the goods listed thereon (the "Marks");

WHEREAS, Seller and American Marazzi Tile, Inc. have entered into an Asset Purchase Agreement dated July 17, 1998, pursuant to which Buyer is acquiring and Seller has agreed to sell and assign certain assets, including all of Seller's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

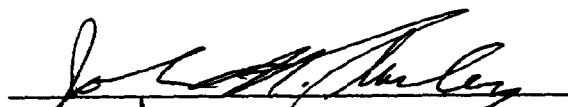
1. Seller hereby assigns, transfers and conveys unto Buyer all of Seller's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

MONARCH TILE, INC.

By:


Name: JOHN N. TURLEY
Title: VICE PRESIDENT, FINANCE

STATE OF Alabama

§
§
§

COUNTY OF Jefferson

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named John N. Turley who stated that he was the Vice President, Finance of Monarch Tile, Inc., a Delaware corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 25 day of August, 1998.

Lay S. Willingham
Notary Public

My Commission Expires:

11/17/99

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

**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.

03073 05437 CORP 203467.1

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

RECORDED: 06/03/2002

TRADEMARK
REEL: 002521 FRAME: 0970