

01-30-2003



Tab settings

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To the Honorable Commissioner of

Patent and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Dutch Mill, L.L.C.

01/28/03

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

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

2. Name and address of receiving party(ies)

Name: The Rug Barn, Inc.

Internal Address: _____
Address: _____

Street Address: 4838 Jenkins Avenue

City: North Charleston State: SC Zip: 29405

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: November 26 and 27, 2002

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

A. Trademark Application No.(s)

76/293,155

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Robert H. Hammer III

Internal Address: Robert H. Hammer III, P.C.

Street Address: 3121 Springbank Lane, Suite I

City: Charlotte State: NC Zip: 28226

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:

08-2447

(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.

Robert H. Hammer III
Name of Person Signing

Signature

1/21/03
Date

Total number of pages including cover sheet, attachments, and document: 6

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

01/30/2003 6TOM11 00000001 082447 76293155
01 FC:8521 40.00 CH

TRADEMARK
REEL: 002661 FRAME: 0510

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "**Assignment**") is made and entered into this 26 day of November, 2002 (the "**Effective Date**") by and between the Dutch Mill, L.L.C., a Louisiana limited liability company, having a place of business at 30 Cathy Drive, Luling, Louisiana 70070 ("**Seller**") (also known as "**The Dutch Mill, L.L.C.**") and The Rug Barn, Inc., a Delaware corporation, having a principal place of business at 4838 Jenkins Avenue, North Charleston, South Carolina 29405 ("**Purchaser**").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 26, 2002 (the "**Agreement**"), among Seller, Vicki Keyser, Michelle Dugas, Manuel Van Dugas, Jr. and Purchaser, Purchaser wishes to acquire, and Seller wishes to assign, the entire right, title and interest in and to all Proprietary Rights (as such term is defined in the Agreement), including all such right, title and interest under the United States trademark application covering the mark "**The Dutch Mill**" identified and set forth on Schedule A (the "**Mark**") and all derivations and variations thereof, together with the goodwill associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, each intending to be legally bound, hereby agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Purchaser its entire right, title and interest in and to the Mark, together with the goodwill associated with the mark and all applications therefore in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as

fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for, Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Seller requests the Commission of Patents and Trademarks of the United States or, in the case of the countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record Purchaser as owner of the mark, including any variations thereof, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

3. This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder. To the extent any provision of this instrument is inconsistent with the Agreement, the provisions of the Agreement shall control.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the conflicts of law provisions thereof.

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IN TESTIMONY WHEREOF, Seller has caused this Assignment to be signed and executed by thereunto duly authorized on this 26 day of November, 2002.

the Dutch Mill, L.L.C.
(a/k/a The Dutch Mill, L.L.C.)

By: Michelle Dugas

Name: Michelle Dugas

Title: Member / Vice President Operations

STATE OF Louisiana)
Parish)
COUNTY OF Orleans)

On this 26 day of November, 2002, there appeared before me Michelle Dugas Personally known to me, who acknowledged that (s)he signed the foregoing Assignment as his/her voluntary act and deed on behalf of the Dutch Mill, L.L.C.

Leontine
Notary Public for Orleans Parish LA

My Commission Expires: at death

IN TESTIMONY WHEREOF, Purchaser has caused this Assignment to be signed and

executed by thereunto duly authorized on this 27 day of November, 2002.

The Rug Barn, Inc.

By: M. Jerry Garfinkle

Name: M. Jerry Garfinkle

Title: Assistant Secretary

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

On this 27th day of November, 2002, there appeared before me M. Jerry Garfinkle Personally known to me, who acknowledged that (s)he signed the foregoing Assignment as his/her voluntary act and deed on behalf of The Rug Barn, Inc.

Charlotte Crosby
Notary Public for South Carolina

My Commission Expires: 2/17/09

Schedule A

United States Trademark Application

Mark	Serial No.	Filing Date
The Dutch Mill	76293155	August 8, 2001

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RECORDED: 01/28/2003

**TRADEMARK
REEL: 002661 FRAME: 0515**

MD