# 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
Lee Masonry Products, Inc.		04/10/1997	CORPORATION: KENTUCKY

## **RECEIVING PARTY DATA**

Name:	Carolina Yarn & Fabrics, Inc.	
Street Address:	P O Box 61	
Internal Address:	Old Airport Road	
City:	Laurens	
State/Country:	SOUTH CAROLINA	
Postal Code:	29360	
Entity Type:	CORPORATION:	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1393271	ARMORFORM

### **CORRESPONDENCE DATA**

Fax Number: (864)233-7342

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

864-271-1592 Phone:

Email: docketing@dority-manning.com

Correspondent Name: Dority & Manning, PA

Address Line 1: P O Box 1449

Address Line 4: Greenville, SOUTH CAROLINA 29602-1449

ATTORNEY DOCKET NUMBER:	CYA-1-TM JMB
NAME OF SUBMITTER:	James M. Bagarazzi
Signature:	/James M. Bagarazzi/
Date:	11/16/2005 TDADEMARK
	I KAUEIVIAKN

900036185 **REEL: 003195 FRAME: 0411** 

Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif

> TRADEMARK REEL: 003195 FRAME: 0412

#### ASSIGNMENT OF U.S. TRADEMARK RIGHTS

WHEREAS, CAROLINA YARN & FABRICS, INC., a South Carolina corporation located at P.O. Box 61, Old Airport Road, Laurens, South Carolina 29360 ("Assignee"), has agreed to acquire from LEE MASONRY PRODUCTS, INC., a Kentucky corporation located at 309 Dishman Lane, Bowling Green, Kentucky 42101 ("Assignor"), and Assignor has agreed to transfer to Assignee all of Assignor's rights, title and interests in, to and under the trademark identified in Schedule A attached hereto and incorporated herein (collectively, the "Trademark") and the goodwill associated therewith.

THEREFORE, for and in consideration of the mutual benefits and premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, all of Assignor's rights, title and interests in, to and under the Trademark and the goodwill which is symbolized by the Trademark, the same to be held and enjoyed by Assignee for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for profits and damages by reason of past infringement of the Trademark, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives; provided, however, that notwithstanding the foregoing, no representations or

warranties regarding the Trademark and the goodwill symbolized by the Trademark, or indemnification agreements with respect thereto, are made in or pursuant to this Assignment, but rather are expressly disclaimed.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed, attested and sealed by its duly authorized representatives this day of April, 1997.

LEE MASONRY PRODUCTS, INC.

Ву:

Its:

[Corporate Seal]

Attest:

Bany S Lee

## SCHEDULE A

Application No./ Filing Date/ Registration No. <u>Trademark</u> Issue Date

September 11, 1985/ May 13, 1986 Armorform 73557743/

1393271

#### ACKNOWLEDGMENT

COUNTY OF WARREN )
STATE OF KENTUCKY )

BE IT KNOWN, that on this day of April, 1997, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the County and State aforesaid, personally came and appeared Carol T. Lee, appearing herein in the capacity of President of Lee Masonry Products, Inc., to me personally known to be the identical person whose name is subscribed on the foregoing instrument as the said officer of said corporation and who declared and acknowledge unto me, Notary, in the presence of the undersigned competent witnesses that (s)he executed the same on behalf of said corporation and that said instrument is the free act and deed of said corporation for the uses, purposes and benefits therein expressed.

WITNESSES:

Notary 1

[Seal]

My commission expires: 3 - 14 - 99