611	VC/46
MON 5 0	2002 3
SET.	RECORE

Form PTO-1594

11-26-2002



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2001RADENT TRA 102293086 Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Aladdin Manufacturing Corporation Name: IY\ohawk 160 South Industrial BHd ZAlkoun, GA. 30703 Address:\_\_ Individual(s) Association Street Address: 300 DElaware Ave. Suite 900 Limited Partnership General Partnership City: Wilmington State: DE mes Corporation-State DELAWARE 11-20-0 🖵 Other \_ Individual(s) citizenship Association Additional name(s) of conveying party(ies) attached? Tyes No General Partnership\_ 3. Nature of conveyance: Limited Partnership Assignment Merger Corporation-State DELANARE Change of Name Security Agreement Other If assignee is not domiciled in the United States, a domestic Other\_ representative designation is attached: 📵 Yes 🖫 No (Designations must be a separate document from assignment) **Execution Date:** Additional name(s) & address( es) attached? 📮 Yes 📜 No Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) Yes 🗔 Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and | Ib | registrations involved: ..... concerning document should be mailed: 7. Total fee (37 CFR 3.41)..... Internal Address: Enclosed Authorized to be charged to deposit account Street Address: 100 South Industrial Blvd. 8. Deposit account number: Zip:30703 State: (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. Name of Person Signing 2002 LMUELLER 00000268 76044861

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

> TRADEMARK REEL: 002622 FRAME: 0105

## Schedule A

## <u>Marks</u>

Name	Application #	Registration #
AQUADUCT	76/044861	2,560,097
CIBONEY CARPET MILLS	74/496830	1,880,716
COLOR ECSTASY	76/162756	2,580,164
DOORKEEPER	76/037334	2,548,327
DOORSCAPES	76/037335	2,576,639
HILLSBORO	75/901773	2,548,169
INNOVATIONS ENHANCED	76/125041	2,608,107
CARPET BY MOHAWK		
KARABAC	75/924902	2,518,577
KID GUARD	75/722667	2,550,517
LEXINGTON	75/901772	2,550,823
MAHIRA	76/143930	2,574,495
MOHAWK	75/924901	2,521,092
MPACT	76/008272	2,565,988
SOMETHING SPECIAL	76/162755	2,589,766
SPICED MAPLE	75/901732	2,579,661
TURNBERRY	75/901735	2,550,822

TRADEMARK
REEL: 002622 FRAME: 0106

## TRADEMARK ASSIGNMENT

Aladdin Manufacturing Corporation, a corporation of the State of Delaware, with its principal place of business at 160 South Industrial Blvd. Calhoun, Georgia (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as <u>Schedule A</u> and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Mohawk Brands, Inc., a corporation of the State of Delaware, with its principal place of business at 300 Delaware Ave. Suite 900 Wilmington, DE (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part

> TRADEMARK REEL: 002622 FRAME: 0107

shall continue in full force and effect, and shall be valid and enforceable to the fullest

extent permitted by law.

This agreement may be executed in any number of counterparts, each of which

shall constitute an original, but all of which together shall constitute one instrument

notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it,

and agree to be bound by its terms. The parties further agree that this agreement is the

complete and exclusive statement of agreement respecting the subject matters hereof, and

supersedes all proposals (oral or written), understandings, representations, conditions,

warranties, covenants, and all other communications between the parties relating hereto.

The parties further acknowledge and agree that this agreement may not be modified,

unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment

to be executed by a duly authorized corporate officer to be effective as of 12:02 a.m.

(E.S.T.), April 1, 2001.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has

caused it to be executed by a duly authorized corporate officer to be effective as of the

12:02 a.m. (E.S.T.), April 1, 2001.

- 2 -

Aladdin Manufacturing Corporation
By: Frank H Boykin
Name: Frank H Boykin
Title: Vice President & Corp Controller
STATE OF Georgia §
STATE OF 400141 8
COUNTY OFCOBb §
On this 29th day of March, 2001, before me, a Notary Public in and for
he State and County aforesaid, personally appeared Frank H. Boukin, known by
ne to be the person of the above name and an officer of Aladdin Manufacturing
Corporation, duly authorized to execute this Trademark Assignment on behalf of
Maddin Manufacturing Corporation, who signed and executed the foregoing
nstrument on behalf of Aladdin Manufacturing Corporation.
Christi R. Scarlo
Notary Public
Notary Public, Cobb County, Georgia My Commission Expires.  My Commission Expires October 5, 2002

## MOHAWK BRANDS, INC.

By: fiz. 7. Oakes  Name: Liso M. Oakes
Title: Secretary & Asst. Treasurer
STATE OF <u>Delaware</u> § COUNTY OF <u>New Castle</u> §
On this Alay of Alay o
Notary Public
My Commission Expires:
KAREN M. FUREPEREY

KAREN M. HUMBPEREY
NOTARY PUBLIS. STORE OF DELAWARE
My Commission Excites Agrust 26, 2001

KAREN M. HUMPHREY NOTARY PUBLIC, STATE OF DELAWARE My Commission Expires August 26, 2001

- 4 -