

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BI Properties I Inc.		11/10/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Mohawk Brands, Inc.
Street Address:	300 Delaware Ave. Suite 900
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2126233	2 LEES SQUARED
Registration Number:	2712912	ACCELERATED DESIGN SYSTEM
Registration Number:	2657155	ART FOR THE 5TH WALL
Registration Number:	1545445	BIOGUARD
Registration Number:	2772114	COLLABORATIVE VOICE COLLECTION
Registration Number:	2586445	COLORBRIDGE
Registration Number:	2751152	COLORMAX
Registration Number:	1239550	DATAGUARD 1
Registration Number:	2474413	DESIGN STUDIO BY LEES MODULAR
Registration Number:	1693209	DURACOLOR
Registration Number:	2545028	DURACOLOR MD
Registration Number:	2444027	DURASAFE
Registration Number:	2504630	ELUMICOLOR
Registration Number:	2346026	ERGOAIRE
Registration Number:	2346036	ERGOAIRE BY LEES

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Registration Number:	921999	FACULTY
Registration Number:	2273443	FUNDAMENTAL LOGIC
Registration Number:	694624	LEES
Registration Number:	2582226	LEES6
Registration Number:	2730318	LEES 6
Registration Number:	851116	LEES
Registration Number:	2388600	LEES FOR LIVING
Registration Number:	2750966	METAFLOOR
Registration Number:	2762575	METASTRIP
Registration Number:	2266964	MODAVATION
Registration Number:	2730024	NEOFLOOR
Registration Number:	2744224	OBSERVATION
Registration Number:	2557775	SELF LOCK
Registration Number:	2133259	STYLED TO A HIGHER POWER
Registration Number:	2677719	TECHNO IMAGE
Registration Number:	2476556	TERRALENIUM
Registration Number:	2507000	THOUGHT PATTERNS
Registration Number:	2455954	TRUTH IN COLOR
Registration Number:	1844537	UNIBOND
Registration Number:	2656949	VITAL DESIGNS
Registration Number:	2650106	VITAL DESIGNS BY LEES RESPONSIVE CARPET FOR WELLNESS AND LEARNING
Registration Number:	1867701	COLORFAX

**CORRESPONDENCE DATA**

Fax Number: (706)624-2483  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: misty\_young@mohawkind.com  
Correspondent Name: Mohawk Carpet Corporation  
Address Line 1: 160 South Industrial Blvd.  
Address Line 4: Calhoun, GEORGIA 30701

NAME OF SUBMITTER: Misty Young

Total Attachments: 1  
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**TRADEMARK ASSIGNMENT**

WHEREAS, BI Properties I Inc., a Delaware corporation, 3330 West Friendly Avenue, Greensboro, NC 27410 ("Assignor"), has adopted, used and is using the trademarks in the United States of America, its territories and possessions, and is the owner of the registrations and applications thereof, set forth in Schedule A, as well as other unregistered trademarks and trade names, in the United States of America, its territories and possessions, (collectively, the "Trademarks"); and

WHEREAS, Mohawk Brands, Inc., a Delaware corporation, 300 Delaware Avenue, Suite 900, Wilmington, DE 19801 ("Assignee"), is desirous of acquiring all of Assignor's common law and statutory right, title and interest in and to all the Trademarks, including the registrations and applications thereof in the United States of America, its territories and possessions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned. In the case of intent-to-use applications filed under Trademark Act § 1(b), 15 U.S.C. § 1051(b), included in this assignment, Assignor transfers to the Assignee, its successor related company, the business, or the portion of the business to which the mark pertains, and represents that such business is ongoing and existing, in accordance with Trademark Act § 10, 15 U.S.C. § 1060.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the said marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

**BI PROPERTIES I INC.**

By: Wanda D. Howard  
Wanda D. Howard  
Vice President

STATE OF NORTH CAROLINA §  
COUNTY OF GUILFORD §

On this 10<sup>th</sup> day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Wanda D. Howard, known by me to be the person of the above name and an officer of **BI Properties I Inc.**, duly authorized to execute this Trademark Assignment on behalf of **BI Properties I Inc.**, who signed and executed the foregoing instrument on behalf of **BI Properties I Inc.**

Ava H. Herring  
Notary Public  
My Commission Expires: 1-3-05

AVA H. HERRING  
NOTARY PUBLIC  
GUILFORD COUNTY, NC  
Commission Expires 1-3-05

