

10-14-2004

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDS
TRADEMARK



102858398

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents at the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Artex International, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) June 25, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Best: Artex, LLC

Internal Address: _____

Street Address: 1405 South Walnut Drive

City: Highland

State: IL

Country: U.S. Zip: 62249

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship DELAWARE

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED "SCHEDULE A"

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Edward B. Chansky, Esq.

Internal Address: Levett Rockwood P.C.

Street Address: 33 Riverside Avenue

City: Westport

State: CT Zip: 06880

Phone Number: 203-222-0885

Fax Number: 203-226-8025

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Edward B. Chansky
Signature

10/8/04

Date

Edward B. Chansky, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF PUBLIC RECORDS

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FINANCE SECTION

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02 FEB 2005

SCHEDULE A

TRADEMARK	REGISTRATION NO.
ALLIANCE	1,905,024
ARTEX	1,940,936
ARTEX	653,468
ARTEX COLOR-GUARD	1,732,320
ARTEXTURA	1,884,313
ASCOT DAMASK BY ARTEX STYLIZED	1,239,503
CAROUSEL	1,839,979
GENIE SYSTEM	1,641,741

ASSIGNMENT OF TRADEMARKS

WHEREAS, ARTEX INTERNATIONAL, INC. (hereinafter called "Assignor"), is the owner of the trademarks, trademark registrations and applications identified in the attached Exhibit A (hereinafter, collectively called the "Trademarks"); and

WHEREAS, Assignor has entered into an Asset Purchase Agreement dated as of June 25, 2004 between the Assignor, an Illinois corporation, and Best:Artex LLC, a Delaware limited liability company (hereinafter called "Assignee"), and certain other parties thereto, whereby Assignor has agreed to transfer to Assignee certain assets relating to its Business (as defined in the Asset Purchase Agreement) of a product range including hospitality textiles and other products, which assets include the Trademarks.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby SELL, ASSIGN, TRANSFER AND SET OVER unto Assignee TO HAVE AND TO HOLD FOREVER, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, and the right to sue and collect damages for past infringement thereof, and the registrations and applications to register the Trademarks.

2. Assignor hereby agrees to execute, or cause to be executed, any and all further instruments, documents, agreements and affidavits which may be necessary or desirable to vest, perfect, maintain or defend the interest of Assignee, its successors and assigns, in and to the Trademarks, and to cooperate fully with Assignee, at Assignee's expense, in the prosecution of any claims for past infringement of the Trademarks, including but not limited to participating as a named plaintiff, if necessary.

3. This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the 23rd day of June, 2004.

ARTEX INTERNATIONAL, INC.

By: Charles L. Anderson
Name: Charles L. Anderson
Its: President

STATE OF Illinois)
) ss:
COUNTY OF madison)

The foregoing instrument was acknowledged before me this 23rd day of June, 2004 by Charles L. Anderson the President of Artex International, Inc., on behalf of the corporation.

Gerlinde P. D'Agostino
Notary Public
Commissioner of Court

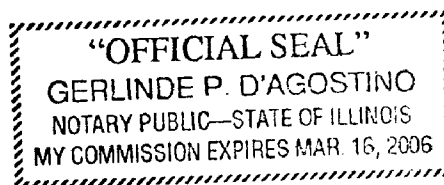


EXHIBIT AArtex International, Inc.

Registered Trademarks:

Name	Country	File Date	Application No.	Registration Date	Registration No.
Alliance	United States	5/12/1994	74/523,983	7/11/1995	1,905,024
Artex	Canada	8/29/2000	1,073,008	9/30/2002	568,218
Artex	United States	12/5/1994	74/606,784	12/12/1995	1,940,936
Artex (653,468)	United States	11/30/1956	72/020,144	10/22/1957	653,468
Artex Color-Guard	United States	1/4/1990	74/016,353	11/17/1992	1,732,320
Artextura	United States	8/30/1993	74/430,560	3/14/1995	1,884,313
Ascot Damask by Artex Stylized	United States	3/29/1982	73/357,188	5/24/1983	1,239,503
Carousel	United States	6/8/1992	74/282,285	6/14/1994	1,839,979
Genie System	United States	12/7/1989	74/008,816	4/16/1991	1,641,741

Unregistered Trademarks:

Advantage
 Diamond
 Heather
 Manhattan
 Revel
 Concord
 Majestic
 Artex Futura
 Artex in Mexico only
 Wedding Dress