

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dollamur Mats, Ltd.		05/17/2005	LIMITED PARTNERSHIP: TEXAS
Dollamur, Inc.		05/17/2005	CORPORATION: TEXAS
Jeff Anderson		05/17/2005	INDIVIDUAL:
Gary Heartsfield		05/17/2005	INDIVIDUAL:
Kenn Poulsen		05/17/2005	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Dollamur, LP
<b>Street Address:</b>	3100 West End Avenue
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37203
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2517417	DOLLAMUR
Serial Number:	76528372	FLEXI-ROLL
Serial Number:	78338790	DC ATHLETICS

**CORRESPONDENCE DATA**

Fax Number: (615)742-0410  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 615-742-7760  
 Email: trademarks@bassberry.com  
 Correspondent Name: Robert L. Brewer  
 Address Line 1: 315 Deaderick Street

CH \$90.00 2517417

Address Line 2: Suite 2700  
Address Line 4: Nashville, TENNESSEE 37238

NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	08/15/2005

Total Attachments: 5  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is made and entered into on May 17<sup>th</sup>, 2005 (the "Effective Date"), by and among Dollamur, LP, a Delaware limited partnership (the "Assignee"), and Dollamur Mats, Ltd., a Texas limited partnership, Dollamur, Inc., a Texas corporation, Jeff Anderson, Gary Heartsfield and Kenn Poulsen (collectively, the "Assignors"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of May 17<sup>th</sup>, 2005, by and between the Assignors and Assignee (the "Agreement"), unless otherwise defined herein.

**WHEREAS**, pursuant to the Agreement, Assignors agreed to sell, transfer, convey, assign, grant and deliver to Assignee, all rights, title and interest in and to the Assets, including without limitation, any and all rights the Assignors have in certain Intellectual Properties (as defined in Section 4.17 of the Agreement), including without limitation, the trademarks and service marks DOLLAMUR, DC ATHLETICS and FLEXI-ROLL (collectively, the "Marks"), together with all goodwill associated with the Marks or related thereto; and

**WHEREAS**, Assignors now desire to transfer all rights, title and interest in and to the Intellectual Properties, together with any goodwill related thereto, to Assignee, including without limitation, the right to sue for and remedies against past, present, and future infringements of the Intellectual Properties, the right of priority and protection of interests in the Intellectual Properties under the laws of any jurisdiction worldwide, and all tangible embodiments of the Intellectual Properties, and Assignee desires to acquire any and all of Assignors' rights, title and interest in and to the Intellectual Properties and any and all intellectual property and proprietary rights related thereto.

**NOW, THEREFORE**, in consideration of the Assignee's delivery of the Purchase Price pursuant to the terms of the Agreement, the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignors hereby assign, convey, transfer and deliver to Assignee, and Assignee hereby accepts from the Assignors, all worldwide rights, title and interest in and to the Marks and all other registered and unregistered trademarks, trade names, service marks, and logos (including all goodwill associated therewith or related thereto), registered and unregistered copyrights, patents, patent applications, technology, know-how, trade secrets, processes, formulas, techniques, works of authorship, moral rights, websites, domain names, and all other intellectual property related to or used in connection with the Business, including without limitation those described on Schedule 4.17 of the Agreement, and all tangible embodiments of the Intellectual Properties and to otherwise use the Intellectual Properties in any and all fashions whatsoever throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns as the same would have been held and enjoyed by the said Assignors had this Assignment not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Properties, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and the right of priority and protection of interests in the Intellectual Properties under the laws of any jurisdiction worldwide.

If any Mark is the subject of an application based on any Assignors' bona fide intent to use the Mark in commerce, such Assignor hereby represents that Assignee is the successor to the portion of such Assignor's ongoing and existing business to which the application and the Mark pertain.

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment. Assignors further covenant that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts and documents relating to the Intellectual Properties and all legal equivalents as may be known or accessible to Assignors, and that each Assignor will testify as to the same in any interference or litigation relating thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Intellectual Properties and their equivalents in the United States or in any foreign country, which may be necessary or desirable in the discretion of Assignee to carry out the purposes hereof and/or convey, transfer and assign the Intellectual Properties, together with all intellectual property and proprietary rights related thereto. Assignors authorize Assignee to record this Assignment with the United States Patent and Trademark Office and with any foreign agency without any further consent or signature from any Assignors.

This Assignment is not intended in any way to supersede, modify or qualify any provision of the Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignors and Assignee have each caused this Assignment to be duly executed as of the date first above written.

**ASSIGNEE:**

**DOLLAMUR, L.P.**

By: Dollamur Holding, LLC, its General Partner

By: A. Rawls Butler  
Name: A. Rawls Butler  
Title: Managing Member

**ASSIGNORS:**

**DOLLAMUR MATS, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DOLLAMUR, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**JEFF ANDERSON**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**GARY HEARTSFIELD**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Assignors and Assignee have each caused this Assignment to be duly executed as of the date first above written.

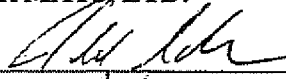
**ASSIGNEE:**

**DOLLAMUR, LP**

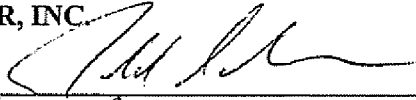
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNORS:**

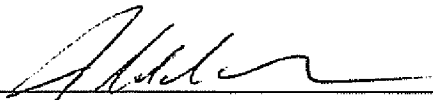
**DOLLAMUR MATS, LTD.**

By:   
Name: JEFF ANDERSON  
Title: PRESIDENT

**DOLLAMUR, INC**

By:   
Name: JEFF ANDERSON  
Title: PRESIDENT

Address: 1312 SOMERSET CT -  
Colleyville TX. 76034

  
**JEFF ANDERSON**

Address: 1312 SOMERSET CT -  
Colleyville TX. 76034

  
**GARY HEARTSFIELD**

Address: 720 Spring Garden Drive  
BEDFORD, TX - 76021

*K Paulsen*

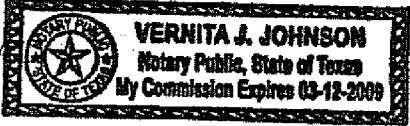
KENN POULSEN

Address: P.O. Box 2251  
ORLITA ONTARIO  
TX 76449

STATE OF TEXAS )  
                          )  
COUNTY OF DALLAS )

On this 17th day of May, 2005, before me, Jeff Anderson, personally appeared Gary Heartsfield + Kenn Paulsen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[SE] 

*Vernita J. Johnson*  
Notary Public

My Commission Expires: \_\_\_\_\_