

05-01-2002



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REGISTRATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1595
(Rev. 03/01)
OMB No. 0651 0027(exp.5/31/200)

PATENTS ONLY

Tab setting ⇌⇌⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">JP Morgan Chase Bank</p> <p style="text-align: right; font-size: 1.5em;">4.15.02</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Dal-Elit, L.P.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>7834 C.F. Hawn Freeway</u></p> <p>City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75217</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Termination and Release of Security Interest

Execution Date: March 20, 2002

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

5,418,041

Additional numbers attached Yes No

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

Name: Kathleen B. Heberlein, Esq.

Internal Address: ALSTON & BIRD LLP

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309-3424

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) **\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attached 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.

William R. Silverio, Reg. No. 45,383 William R. Silverio 4-15-02

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/30/2002 BBYRNE 00000121 5418041

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ATL01/11169074v1

PATENT
REEL: 012831 FRAME: 0523

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of March 20, 2002, from JPMorgan Chase Bank (as Successor to The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Dal-Elit, L.P., a Texas limited partnership ("Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Collateral Agreement, dated as of June 19, 1997, as amended and restated as of October 26, 2001 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"), a security interest (the "Security Interest") was granted by Dal-Tile Group Inc., a Delaware Corporation (the "Borrower") and certain of its affiliates and subsidiaries (with the Borrower, collectively the "Grantors"), to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Patent Rights dated as of October 26, 2001, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on November 8, 2001 at Reel 12295 and Frame 0894; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest granted to the Agent by Obligor in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Patent Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges the Security Interest granted to the Agent by Obligor in the Patent Collateral pursuant to the Security Agreement, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page left blank intentionally; Signature page to follow.]

Schedule A

TRADEMARKS REGISTERED IN U.S. PATENT AND TRADEMARK OFFICE

NO.	TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
1	A.E. Tile Co.	1880	71/000,884	45,425	8/15/05	Renewal due 8/15/2005
2	A.E.T. Co.	1880	71/000,885	45,389	8/15/05	Renewal due 8/15/2005
3	Am. Olean & Design	12/58	72/116,860	725,234	12/19/61	Renewal due 12/19/2001
4	American Olean	12/28/88	73/790,176	1,573,385	12/26/89	Renewal due 12/26/2009
5	American	2/18/57	72/311,000	874,547	8/12/69	Renewal due 8/12/2009
6	Anchor-Bak	3/15/83	73/419,611	1,314,628	1/15/85	Renewal due 1/15/2005
7	Ceramic Classics	1/17/64	72/185,347	719,269	1/22/65	Renewal due 1/22/2005
8	Ceramic Entertainment Center	4/24/85	73/540,452	1,372,588	11/26/85	Renewal due 11/26/2005
9	Cleartones	11/23/82	73/409,716	1,270,773	3/20/84	Renewal due 3/20/2004
10	Crystalline	7/21/78	73/185,508	1,126,111	10/16/79	Renewal due 10/16/2009
11	Dakota	1/26/96	75/270,229	2,149,366	4/7/98	Sec. 8 & 15 Decl. due 4/7/2004
12	Dal Tile	6/3/47	71/529,883	502,630	10/5/48	Renewal due 10/5/2008
13	Dal Tile & Design	1/96	74/735,090	2,169,908	6/30/98	Sec. 8 & 15 Decl. due 6/30/2004
14	Dal Duraflor	6/30/84	73/522,313	1,367,640	10/29/85	Renewal due 10/29/2005
15	Dal-Monte	6/1/56	72/208,044	806,588	4/5/66	Renewal due 4/5/2006
16	Decorating Example	1/13/86	73/591,589	1,430,204	2/24/87	Renewal due 2/24/2007
17	Designer Accents	6/1/84	73/487,879	1,329,606	4/9/85	Renewal due 4/9/2005

DAL-TILE CORPORATION - TRADEMARKS REGISTERED IN U.S. PATENT OFFICE

NO.	TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
18	Dimensions	4/29/83	73/427,049	1,305,034	11/13/84	Renewal due 11/13/2004
19	Easy Set	5/22/74	73/025,066	1,019,407	9/2/75	Renewal due 9/2/2005
20	Egyptstones	8/14/92	74/389,897	1,816,892	1/18/94	Renewal due 1/18/2004
21	Elegance	4/16/85	73/541,753	1,383,392	1/18/86	Renewal due 2/18/2006
22	French Quarter	2/95	74/725,931	1,999,666	9/10/96	Renewal due 9/10/2006
23	Gold Rush Series	2/1/95	74/621,866	2,044,459	3/11/97	Sec. 8 & 15 Decl. due 3/11/03
24	Home Source	7/95	75/139,985	2,132,096	12/23/97	Sec. 8 & 15 Decl. due 12/23/2003
25	Lock-Bak	12/21/82	73/416,662	1,289,040	8/7/84	Renewal due 8/7/2004
26	Master-Set	7/14/59	72/078,104	696,627	4/26/60	Renewal due 4/26/2010
27	Master-Trim	10/18/63	72/185,348	788,633	4/27/65	Renewal due 4/27/2005
28	Mix & Matchables	11/22/91	74/252,756	1,826,369	3/15/94	Renewal due 3/15/2004
29	Murray	6/20/21	72/208,428	809,107	5/31/66	Renewal due 5/31/2006
30	P and Design	10/1/61	72/154,510	756,663	9/17/63	Renewal due 9/17/2003
31	Provence	1/26/96	75/270,559	2,156,656	5/12/98	Sec. 8 & 15 Decl. due 5/12/2004
32	Quarry Mesa	11/8/84	73/524,263	1,366,692	10/22/85	Renewal due 10/22/2005
33	Quarry Guard	1/7/88	73/753,959	1,550,983	8/8/89	Renewal due 8/8/2009
34	Quarry Naturals	8/6/80	73/279,608	1,190,702	2/23/82	Renewal due 2/23/2012

DAL-TILE CORPORATION - TRADEMARKS REGISTERED IN U.S. PATENT OFFICE

NO.	TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
35	Quarystream	7/26/88	73/751,354	1,528,269	3/7/89	Renewal due 3/7/2009
36	Radiance	7/25/85	73/555,527	1,392,374	5/6/86	Renewal due 5/6/2006
37	Redi-Set	10/29/62	72/386,555	966,378	8/21/73	Renewal due 8/21/2003
38	Satinglo	10/3/86	73/685,044	1,488,473	5/17/88	Renewal due 5/17/2008
39	Shadow Flash	4/1/29	71/281,977	262,732	10/22/29	Renewal due 10/22/2009
40	Siema	1/18/80	73/249,589	1,195,722	5/18/82	Renewal due 5/18/2002
41	Signature Tile	5/31/62	72/154,509	757,145	9/24/63	Renewal due 9/24/2003
42	Spacc-Rite	3/7/68	72/297,213	868,904	5/6/69	Renewal due 5/6/2009
43	Subtle Steps	1/5/92	74/292,090	1,755,340	3/2/93	Renewal due 3/2/2003
44	Suedetones	4/30/85	73/540,506	1,371,314	11/19/85	Renewal due 11/19/2005
45	Sure Step	12/21/90	74/194,420	1,696,110	6/23/92	Renewal due 6/23/2002
46	Terra Paver	6/10/86	73/610,872	1,432,960	3/17/87	Renewal due 3/17/2007
47	Terra Vitra	8/31/38	72/289,466	855,810	9/3/68	Renewal due 9/3/2008
48	Transit Tile	11/11/83	73/456,570	1,342,655	6/18/85	Renewal due 6/18/2005
49	Ultrapaver	11/9/82	73/408,818	1,280,755	6/5/84	Renewal due 6/5/2004
50	Whisper Colors	3/30/84	73/477,319	1,325,851	3/19/85	Renewal due 3/19/2005
51	Whisper Patterns	4/11/85	73/540,507	1,384,304	2/25/86	Renewal due 2/25/2006

LICENSES TO PATENTS

PATENT NAME	SERIAL NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE	NEXT ACTION DUE / DATE
Method Of Applying A Ceramic Image To A Complex Ceramic Article (US)	08/120,695	9/10/93	5418,041	5/23/95	Maintenance Fee due 5/23/2002
Method Of Applying A Ceramic Image To A Complex Ceramic Article and the Resulting Article (Canada)	2,095,493	5/4/93	Not issued	N/A	Annuity due 5/4/2002
Method Of Applying A Ceramic Image To A Complex Ceramic Article (Italy)	M193A000987	Unknown	1264449	Unknown	Annuity due 5/14/2002