

FORM PTO-1595
 (Revised 6-93)

10-25-2002



102260871

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 Patent and Trademark Office

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Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 19133.0026U1

1. Name of conveying party(ies):
 Robert J. Miller
 Gregory Fowler
 Benny Ray Wood
 Kirk T. Lowe
 10-21-02
 Additional names of conveying party(ies)
 attached?
 YES NO

2. Name and address of receiving party(ies):
 Name: SHAW INDUSTRIES GROUP, INC.
 Internal Address:
 Street Address: 616 East Walnut Avenue
 City: Dalton
 State: Georgia
 Zip: 30720
 Additional name(s) and address(es) attached?
 YES NO

3. Nature of conveyance:

| | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger | <input type="checkbox"/> Other |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name | |

Execution Date: August 23, 2002; August 19, 2002

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 10/219,938

B. Patent No.(s):

Additional numbers attached? YES NO

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

Charles H. Fails, Esq.
 NEEDLE & ROSENBERG, P.C.
 Suite 1200, The Candier Building
 127 Peachtree Street, N.E.
 Atlanta, Georgia 30303-1811
 (404) 688-0770

6. Total number of applications and patents involved:
 1

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40.00 DF

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

[X] Enclosed

[] Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

(Attach duplicate copy of this form if paying by deposit account)

9. 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.

Charles H. Fails

Charles H. Fails
Reg. No. 37.616

October 14, 2002

Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 6

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date indicated below.

Jane L. Smith

Jane L. Smith

October 14, 2002

Date

ASSIGNMENT

WHEREAS, we, **Robert J. Miller** of 2060 Eagle Point Drive, Dalton, Georgia 30720, U.S.A.; **Gregory Fowler** of 270 South Hurricane Road, Rocky Face, Georgia 30740, U.S.A.; **Benny Ray Wood** of 196 Hiram Road, NE, Rome, Georgia 30161, USA; and **Kirk T. Lowe** of 1718 Melrose Place, Knoxville, Tennessee 37916, U.S.A., have invented new and useful improvements in a “**PRE-GLUED TONGUE AND GROOVE FLOORING**” for which an application for United States Letters Patent was filed on Aug. 14, 2002, Serial No. 10/219,938; and

WHEREAS, **Shaw Industries Group, Inc.** whose post-office address is 616 East Walnut Avenue, Dalton, Georgia 3072202128, U.S.A., a Georgia corporation, is desirous of acquiring the entire interest in the same;

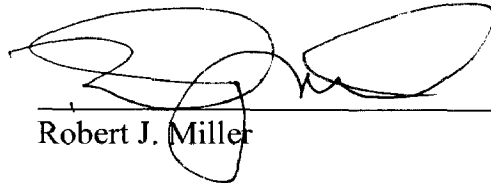
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, we, **Robert J. Miller, Gregory Fowler, Benny Ray Wood and Kirk T. Lowe**, hereby do sell, assign and transfer unto said **Shaw Industries Group, Inc.**, the entire right, title and interest in and to said invention and application throughout the world, including, without limitation, any Letters Patent which may issue thereon, and any subsequent application claiming priority to the above-identified application under 35 U.S.C. ' 119(e), reissue, reexamination, division, continuation-in-part, extension or continuation thereof and all rights of priority under the International Convention arising from said application; the same for its legal representatives and assigns, as fully and entirely as the same would have been held by us had this assignment and sale not been made;

AND, we hereby bind ourselves, our heirs, legal representatives, administrators and assigns properly to execute without further consideration any and all applications, petitions, oaths and

assignments or other papers and instruments which may be necessary in order to carry into full force and effect, the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything possible to aid **Shaw Industries Group, Inc.**, its legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries throughout the world.

We also authorize counsel for **Shaw Industries Group, Inc.** to enter above the filing date and serial number of the application when they become available.

IN WITNESS WHEREOF, I, Robert J. Miller, have executed this Assignment this 23rd day of August, 2002.



Robert J. Miller (L.S.)

State of Georgia
County of Whitfield

On this 23rd day of August, 2002, before me, a Notary Public, came Robert J. Miller, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.



Notary Public

My Commission Expires: 5/30/05



IN WITNESS WHEREOF, I, Gregory Fowler, have executed this Assignment this 19th day of August, 2002.

Gregory Fowler (L.S.)
Gregory Fowler

State of Georgia

County of Whitfield

On this 19th day of August, 2002, before me, a Notary Public, came Gregory Fowler, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

Rebecca Jaber
Notary Public



My Commission Expires: 5/30/05

IN WITNESS WHEREOF, I, Benny Ray Wood, have executed this Assignment this 19 day of August, 2002.

Benny Ray Wood (L.S.)
Benny Ray Wood

State of Georgia

County of Whitfield

On this 19th day of August, 2002, before me, a Notary Public, came Benny Ray Wood, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

Rebecca Jaber
Notary Public



My Commission Expires: 5/30/05

IN WITNESS WHEREOF, I, Kirk T. Lowe, have executed this Assignment this 23 day of August, 2002.

Kirk T. Lowe (L.S.)
Kirk T. Lowe

State of Georgia

County of WHITFIELD

On this 23rd day of August, 2002 before me, a Notary Public, came Kirk T. Lowe, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

Rebecca Jaber
Notary Public

My Commission Expires: 5/30/05

