

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Honeywell International Inc.	11/21/2008
Honeywell Resins & Chemicals LLC	11/21/2008
RECEIVING PARTY DATA	
Name:	Shaw Industries Group, Inc.
Street Address:	616 E. Walnut Avenue
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30722
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6682618
CORRESPONDENCE DATA	
Fax Number:	(678)420-9301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6784209300
Email:	delees@ballardspahr.com
Correspondent Name:	Ballard Spahr LLP
Address Line 1:	999 Peachtree Street
Address Line 2:	Suite 1000
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	19133.3002
NAME OF SUBMITTER:	Kean J. DeCarlo

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Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This Intellectual Property Assignment and Transfer Agreement ("Agreement") is made as of May 30, 2008 ("Effective Date"), among Honeywell International Inc., a Delaware corporation, Honeywell Resins & Chemicals LLC, Honeywell Intellectual Property International ("HIPI"), (collectively referred to as "Honeywell"), and Shaw Industries Group, Inc., a Georgia corporation ("Shaw").

WHEREAS, Honeywell and Shaw entered into a letter agreement dated February 11, 2008 (the "Letter Agreement") whereby the parties agreed to add a Sulfur surcharge to the price of all product purchased by Shaw under the Caprolactam and Polymer Supply Agreement, dated October 29, 2005, between Shaw Industries Group, Inc. and Honeywell Nylon LLC, a Delaware limited liability company (now Honeywell Resins & Chemicals LLC), as amended by the Termination and Amendment Agreement, dated June 30, 2006; and

WHEREAS, Honeywell owns certain patents, patent applications and foreign counterparts related to Crush Resister Technology identified in Exhibit A (the "Patents");

WHEREAS, (i) Honeywell desires to assign and transfer certain rights, title and interest to the Patents to Shaw and (ii) Shaw desires to acquire and assume the rights, title, interests and obligations in and to the Patents, due to the signing of the Letter Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Honeywell hereby sells, assigns, transfers, and conveys to Shaw all right, title and interest in and to the Patents identified in Exhibit A, excluding pre-existing the licenses identified in Exhibit B. The assignment under this section includes the right to sue or recover and retain damages, costs and attorney's fees for past, current and future infringement, misappropriation or other claims.

2. As of the Effective Date, Shaw shall be solely responsible and bears the expense for maintenance fees, annuities, attorneys' fees, prosecution of assigned applications or any similar expenses for any of the Patents assigned to it in this Agreement.

3. Shaw may record executed assignments, in the form substantially similar to Exhibit C, with the applicable patent offices beginning thirty (30) days after the Effective date of this Agreement.

4. Shaw hereby grants to Honeywell, under the Patents, and for the lives thereof, a royalty-free, non-exclusive license with the limited right to sublicense the Patents for the purpose of maintaining the license agreements identified in Exhibit B.

5. Shaw hereby covenants not to sue Honeywell or any of its affiliates, on a claim for patent infringement under the Patents. Shaw also covenants not to sue Honeywell (or its affiliates') customers or licensees identified in Exhibit B, on a claim for patent infringement under the Patents.

6. Honeywell represents and warrants that it owns all right, title and interest to the Patents and has the full power and authority to enter into this Agreement and carry out its obligations hereunder. Except for the foregoing representation, Honeywell disclaim all warranties of any kind concerning the Patents. **SPECIFICALLY, HONEYWELL HEREBY DISCLAIM THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NONINFRINGEMENT.** In no event will Honeywell be liable for any loss of use, interruption of business or lost profits or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind incurred by Shaw or third parties in connection with this Agreement.

7. Honeywell shall have zero (\$0) financial liability under any theory of recovery, whether in contract, tort (including negligence and strict liability), warranty, indemnity or otherwise. Under no circumstances will Honeywell be liable for any damages for loss of use, business interruption, lost profits, revenue or opportunity, or for any other indirect, special, exemplary, incidental, punitive or consequential loss or damages of any kind or nature.

8. The parties agree to keep the terms of this agreement confidential and will not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party; or (b) as otherwise may be required by law or legal process.

9. Neither party is authorized to act as agent for or to represent the other party hereunder in any way. The parties are not to be deemed for any purpose, partners or joint venturers.

10. At the request of Shaw and at its expense, Honeywell will execute and deliver documents and perform such acts that may be required to effecting the assignment of the Patents to Shaw.

11. This Agreement shall bind and inure to the benefit of Honeywell and Shaw and their respective successors and assigns.

12. In the event that any provision of this Agreement is determined to be invalid by a court of competent jurisdiction from which no appeal can or has been taken, such provision shall automatically be severed from this Agreement (and replaced by a valid term which complies as close as possible with the parties' original intent at the time the Agreement was signed) and all other provisions hereof shall remain in full force and effect.

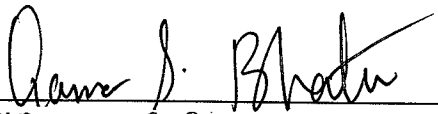
11. This Agreement, including its Exhibits, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto. No modification to this Agreement shall be effective unless made in writing and signed by both parties.

12. This Agreement shall be construed by and governed in accordance with the Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New York.

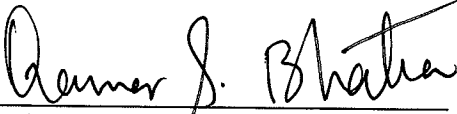
13. This Agreement may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by the duly authorized officers of Sellers and Purchaser as of the date and year first written above.

HONEYWELL INTERNATIONAL INC.

By: 
Name: Qamar S. BHATIA
Title: Vice President & General Manager
Resins & Chemicals

HONEYWELL RESINS & CHEMICALS LLC

By: 
Name: Qamar S. BHATIA
Title: Vice President & General Manager
Resins & Chemicals

SHAW INDUSTRIES GROUP, INC.

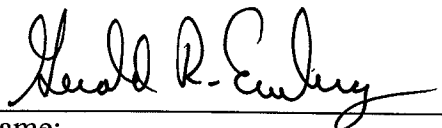
By: 
Name: Gerald R. Embry
Title: V.P. Administration, Controller & Secretary

Exhibit A

PATENTS, PATENT APPLICATIONS AND FOREIGN COUNTERPARTS

A. Synthetic Yarn with Heat Activated Binder Fiber

Country	Application Number	Patent Number
Australia	80254/87	606085
Australia	94988/98	741990
Belgium	87906522.5	EP0324773
Belgium	98948411.8	EP1038059
Canada	547494	1314771
European Patent Convention	98948411.8	EP1038059
France	87906522.5	EP0324773
France	98948411.8	EP1038059
Germany	EP1038059	P69816860.7
Great Britain	87906522.5	EP0324773
Great Britain	98948411.8	EP1038059
Italy	87906522.5	EP0324773
Italy	98948411.8	EP1038059
Netherlands	87906522.5	EP0324773
Netherlands	98948411.8	EP1038059
Patent Cooperation Treaty	PCT/US87/02339	(Inactive)
Patent Cooperation Treaty	PCT/US98/19745	(Inactive)
South Africa	98/8628	98/8628
United States	08933822	6682618
United States	09/143583	6969437
United States	10/970820	Filed
United States	10/970818	7189295
West Germany	EP0324773	P3766369.0

B. Untwisted Wrapped Singles Yarns and Carpets Manufactured Therefrom

Belgium	01998679.3	EP1337701
France	01998679.3	EP1337701
Germany	01998679.3	60104559.9
Great Britain	01998679.3	EP1337701
Italy	01998679.3	EP1337701
Netherlands	01998679.3	EP1337701
Spain	01998679.3	EP1337701
Switzerland	01998679.3	EP1337701
Turkey	01998679.0	TR200402870
United States	09/723643	6658835
Unites States	10/631320	Filed
United States	10/631321	Filed

C. Improved Copolyamids

Australia	53251/94	680839
Belgium	93923320.1	EP0665907
Canada	2145744	2145744
China, P.R.	93119294.3	1048297
France	93923320.1	EP0665907
Germany	EP0665907	P69304929.4
Great Britain	93923320.1	EP0665907
Italy	93923320.1	EP0665907
Netherlands	93923320.1	EP0665907
United States	08/389428	5478624

Exhibit B

IP LICENSE AGREEMENTS AND TRANSFERRED INTELLECTUAL PROPERTY

1. License Agreement between Honeywell International, Inc., Honeywell Intellectual Property Inc. (now Honeywell Intellectual Property International) and Trocme Vallart International dated April 6, 2006.
2. Settlement, License and Release Agreement between Honeywell International, Inc., Honeywell Intellectual Property Inc. (now Honeywell Intellectual Property International) and Solutia Inc. dated December 5, 2002.

Exhibit C
ASSIGNMENT OF PATENTS

HONEYWELL INTERNATIONAL INC., a Delaware corporation, having a place of business at 101 Columbia Road, Morristown, NJ 07962 hereby assign to SHAW INDUSTRIES GROUP, INC., a Georgia corporation, having a place of business at P.O. Drawer 2128, 616 East Walnut Avenue, Dalton, Georgia 30722-2128 ("SHAW") and SHAW hereby accepts, subject to any pre-existing licenses, the patents listed in Exhibit A attached to this Assignment, including the right to sue for and recover damages with respect to past infringement of the patents by third parties, both foreign and domestic.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representative below named.

HONEYWELL INTERNATIONAL INC.

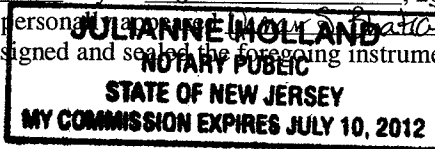
By: *Diana S Blahn*

Title: Vice President & General Manager Rosinis Chemicals

Date: November 21, 2008

County of Morris)
State of New Jersey) ss:

On this 21st day of November, 2008, before me a Notary Public in and for the County and State aforesaid, personally appeared JULIANNE HOLLAND, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.



Julianne Holland
Notary Public

(SEAL)
My Commission Expires _____

SHAW INDUSTRIES GROUP, INC.

By: *Gerald R Embry*

Title: Vice President, Administrator

Date: 12-03-2008

County of Murray)
State of Georgia) ss:

On this 3rd day of December, 2008, before me a Notary Public in and for the County and State aforesaid, personally appeared Gerald R Embry, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)
My Commission Expires _____



Imogene Jones