

10-04-1999



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**Box ASSIGNMENT**

Commissioner of Patents and Trademarks  
Washington, D.C. 20231

**COVER SHEET FOR RECORDING  
TRADEMARK**

Attorney's Reference: TJM/FLEXC22USA

Sir:

Please record the attached document(s) described below with respect to each case listed below, and return the document(s) to the undersigned, in accord with 37 C.F.R. §3.31 and TMEP §503.05(d).

|  |  |            |   |
|--|--|------------|---|
| Document(s):   | ASSIGNMENT   |            |   |
| (1) Name of the party conveying the interest (and description and address if known)  | MARLEY FLOORS (USA) INC.<br>(Delaware corporation)<br>1401 East 6 <sup>th</sup> Street<br>Tuscumbia, Alabama 35674, U.S.A.                               |            |   |
| (2) Name (description if known) and address of the party receiving the interest  | MARLEY (U.K.) LIMITED<br>(United Kingdom corporation)<br>7 Oakhill Road, Sevenoaks<br>Kent TN13 1NQ ENGLAND  |            |   |
| (3) Description of the interest conveyed   | Assigns entire interest  |            |   |
| (4) Reg. and Appl. No(s).  | Reg. No.   | Appl. No.  | Mark  |
|  | 1,189,437  |            | FLEXCO (Stylized)                                 |
|  |  | 75/311,019 | FLEXCO  |
| (5) Name and address for correspondence  | Thomas J. Moore<br>BACON & THOMAS, PLLC<br>625 Slaters Lane, Fourth Floor<br>Alexandria, Virginia 22314-1176   |            |   |
| (6) Number of cases and total fee  | There is <b>two cases</b> listed above. A check for <b>\$65.00</b> is attached for the fee of \$40.00 for one case and \$25.00 for each additional case. |            |   |
| (7) Date of document   | September 16, 1999   |            |   |
| (8) If the document is an assignment and the assignee has an address outside the U.S., then a Designation of Domestic Representative signed by the assignee is attached for each case listed.                                      |  |            |   |
| (9) To the best of my knowledge and belief, the information contained on this Cover Sheet is true and correct and any copy submitted is a true copy of the original document.  |  |            |   |
| If there is any problem, then the Commissioner is authorized to charge the requisite fee for recordal to deposit account no. 02-0200. A duplicate copy of this page is not attached in view of notices from the Assignment Branch. |  |            |   |
| (10) Signature   |  |            | Name: Thomas J. Moore<br>Date: September 30, 1999 |

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10/01/1999 BNGUYEN 00000469 1189437

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 001968 FRAME: 0574

|                            |  |
|----------------------------|--|
| Registration No.:          | 1189437  |
| Registration Date:         | February 9, 1982                                     |
| Mark:                      | FLEXCO (Stylized)                                    |
| Registrant:                | MARLEY (U.K.) LIMITED                                |
| Description of Registrant: | United Kingdom corporation                           |
| Address of Registrant:     | 7 Oakhill Road, Sevenoaks,<br>Kent TN13 1NQ, ENGLAND |

**POWER OF ATTORNEY AND  
DESIGNATION OF DOMESTIC REPRESENTATIVE**

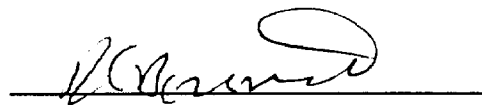
Registrant hereby appoints J. Ernest Kenney, Eugene Mar, Richard E. Fichter, Charles R. Wolfe, Jr., and Thomas J. Moore, all with Bacon & Thomas, PLLC (address stated below) as registrant's attorneys with full powers of association, substitution, and revocation, to transact all business in the U.S. Patent and Trademark Office associated with the present registration, and to receive all correspondence. Please address all correspondence as follows:

Thomas J. Moore  
BACON & THOMAS, PLLC  
625 Slaters Lane, Fourth Floor  
Alexandria, Virginia 22314-1176

Registrant hereby designates Bacon & Thomas, PLLC (address stated above) as the person on whom may be served notices or process in proceedings affecting the mark. Registrant instructs Bacon & Thomas, PLLC to take instructions regarding the mark from registrant's agent, who transmits this document to Bacon & Thomas, PLLC.

Respectfully signed,

Date: 20.09.99



Name and Title: ROBERT ERSKINE BEVERIDGE  
DIRECTOR

# ASSIGNMENT

|                          |   |
|--------------------------|---|
| Assignor's Name:         | MARLEY FLOORS (USA) INC.  |
| Description of Assignor: | Delaware corporation  |
| Assignor's Address:      | 1401 East 6 <sup>th</sup> Street,<br>Tuscumbia, Alabama 35674, U.S.A. |
| Assignee's Name:         | MARLEY (U.K.) LIMITED   |
| Description of Assignee: | United Kingdom corporation  |
| Assignee's Address:      | 7 Oakhill Road, Sevenoaks<br>Kent TN13 1NQ, ENGLAND                   |

This Assignment is made effective July 1, 1999, between the above Assignor and Assignee.

WHEREAS, Assignor is the owner of certain Intellectual Property described below; and Assignee is desirous of acquiring the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all right, title and interest in and to the trademark(s), service mark(s), application(s) and registration(s) listed below, and the goodwill of the business connected with the use of and symbolized thereby (referred to as the "Intellectual Property"), including the right to recover damages for past infringement, if any:

| U.S. Registration No. | Date of Registration | Mark              |
|-----------------------|----------------------|-------------------|
| 1,189,437             | Feb. 9, 1982         | FLEXCO (Stylized) |

| U.S. Application No. | Date of Application | Mark   |
|----------------------|---------------------|--------|
| 75/311,019           | Jun 18, 1997        | FLEXCO |

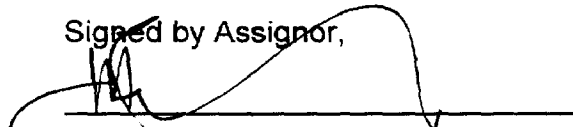
Assignor further agrees to identify and communicate to Assignee, at Assignee's request, such documents and information concerning the Intellectual Property that are within the possession or control of Assignor, and to provide further assurances and testimony on behalf of Assignee that may lawfully be required of Assignee in respect to maintaining the rights in the Intellectual Property, all without further consideration.

IN WITNESS WHEREOF, this Assignment has been executed below:

Date: 16.09.99

Signed by Assignor,

Name and Title:

  
 \_\_\_\_\_  
 J.S.L. Foadbent  
 Chairman

**ASSIGNMENT**

Date: 20.09.99

Signed by Assignee,

A handwritten signature in black ink, appearing to read 'Robert Erskine Beveridge', written over a horizontal line.

Name and Title:

ROBERT ERSKINE BEVERIDGE  
DIRECTOR

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