Form PTO-1594 RE (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔⇔⇔ ▼ ▼ 102	U.S. DEPARTMENT OF COMMER U.S. Patent and Trademark O
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Armstrong World industries, Inc. ☐ Individual(s)	2. Name and address of receiving party(ies) Name:AWI Licensing Company Internal Address: Street Address:_802 West Street City:WilmingtonState:_DE_Zip:_19801 Individual(s) citizenship Association
3. Nature of conveyance: Assignment Security Agreement Other_(Effective Date: 07/02/2002) Execution Date: 10/04/2002	General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domic led in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) a	B. Trademark Registration No.(s) 2,587,516
5. Name and address of party to whom correspondence concerning document should be mailed: Name:John P. McNeill	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 3.41)\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Street Address: 2530 Meridian Pkwy, Suite 400	8. Deposit account number:
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City: Durham State: NC Zip: 27713	E TIUC CDACE
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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 4+h day of October, 2002, but effective as of the Effective Date (as defined below), is by and between ARMSTRONG WORLD INDUSTRIES, INC., a Pennsylvania corporation ("Assignor"), and AWI LICENSING COMPANY, a Delaware corporation ("Assignee").

<u>WITNESSETH</u>:

WHEREAS, Assignor is the record owner of the trademark, I-CEILINGS (Registration No. 2,587,516) (the "Mark"); and

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all right, title and interest in and to the Mark, together with all the goodwill of the business, and all common law rights, associated with the Mark, all to be effective as of July 2, 2002, the registration date of the Mark (the "Effective Date"); and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Mark to Assignee;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in and to the Mark, together with (i) the goodwill of the business symbolized by the Mark, (ii) any and all common law rights, title and interest associated with the Mark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Mark.
- 2. Assignor represents and warrants to Assignee that: (i) the Mark and use thereof does not and will not violate any trademark or other intellectual property rights of any third party; (ii) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Mark; and (iii) Assignor will not take any action to interfere with Assignee's worldwide right, title and interest in and to the Mark, the goodwill of the business associated therewith, and the common law rights therein and thereto.
- 3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with all worldwide right, title and interest in and to the Mark, free and clear of all liens, claims, licenses or other encumbrances.
- 4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as

TRAD

TRADEMARK REEL: 002609 FRAME: 0188 Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, each of the parties executing below as Assignor has caused this Assignment to be duly executed on behalf of such party as of the Effective Date.

ASSIGNOR:

ARMSTRONG WORLD INDUSTRIES, INC.

By: Mr. Hery	
Printed Name: Walter T. Gang1	
Title: Assistant Secretary	
COMMONWEALTH OF PENNSYLVANIA)) SS	
COUNTY OF LANCASTER)	
I,	ertify that <u>Walter T. Gangl</u> by me first duly sworn, stated that he is duly secute this document as a duly authorized act
WITNESS my hand and notarial seal, this	of <u>October</u> , 2002.
WITNESS my hand and notarial seal, this 5	re of Notary Public
My Commission Expires:	119/06

NOTARIAL SEAL

DONNA L ROYER-GOOD, Notary Public

Lencester, Lancaster County, PA

My Commission Expires Jan. 19, 2006



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E-mail: JMcNeill@wcsr.com

October 22, 2002

Assistant Commissioner for Trademarks United States Patent & Trademark Office Assignment Division 1213 Jefferson Davis Highway, Suite 320 Washington, D.C. 20231

Re: Recordation of Assignment of I-CEILINGS (Registration No. 2,587,516)

Dear Sir or Madam:

Enclosed for recording against the above-referenced trademark is a Recordation Form Cover Sheet (Form PTO-1594), along with a copy of the Trademark Assignment document, to record the assignment of the above-referenced trademark from Armstrong World Industries, Inc. to AWI Licensing Company.

Also enclosed is our firm's check in the amount of \$40.00, in full payment of the filing fee for this recordal. The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee or credit any overpayment to Account No. 50-0517.

If you should have any questions with regard to the enclosed name change recordal, please feel free to contact me directly. Thank you in advance for your prompt attention to this matter.

WOMBLE CARLYLE SANDRIDGE & RICE A Professional Limited Liability Company

John P. McNeill

Enclosures

ce: Linda A. Harnish

RECORDED: 10/29/2002

GEORGIA / NORTH CAROLINA / SOUTH CAROLINA / VIRGINIA / WASHINGTON D.C.

TRADEMARK REEL: 002609 FRAME: 0190