

03-13-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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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) Association General Partnership Limited Partnership Corporation-State (Pennsylvania) Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: AWI Licensing Company

Internal Address:

Street Address: 802 West Street

City: Wilmington State: DE Zip: 19801

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (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)

B. Trademark Registration No.(s) 2,649,453

Additional number(s) attached Yes No

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

Name: Bruce J. Wolstoncroft

Internal Address:

Armstrong World Industries, Inc.

Street Address: P. O. Box 3001

City: Lancaster State: PA Zip: 17604

6. Total number of applications and registrations involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

01-2400

DO NOT USE THIS SPACE

9. Signature.

Linda A. Harnish Name of Person Signing

Linda A. Harnish Signature

3/5/03 Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK REEL: 002689 FRAME: 0977

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40.00 CH

03/12/2003 ECU000

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 4th day of March, 2003, 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").

WITNESSETH:

WHEREAS, Assignor is the record owner of the trademark, ARMALOCK (Registration No. 2,649,453) (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 November 12, 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 One Dollar (\$1.00) 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 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: [Signature]

Printed Name: Bruce J. Wolstoncroft

Title: General Intellectual Property Counsel

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF LANCASTER)

I, Linda A. Harnish, a Notary Public of Lancaster County, of the Commonwealth of Pennsylvania, do hereby certify that Bruce J. Wolstoncroft personally appeared before me this day and, being by me first duly sworn, stated that he is duly authorized by Armstrong World Industries, Inc. to execute this document as a duly authorized act of such corporation.

WITNESS my hand and notarial seal, this 4th day of March, 2003.

[Signature]
Signature of Notary Public

