

FORM PTO-1584 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 8/30/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

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To the Director of the United States Patent and Trademark Office: 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 names(s) of conveying party(ies) Yes No

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 designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 20, 2004

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
76/355,274

Additional numbers Yes No

B. Trademark Registration No.(s)

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

Name: Linda A. Harnish

Internal Address: Legal Department
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. Statement and signature.
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.

Linda A. Harnish Linda A. Harnish 2/23/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **3**

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 012400 76355274

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 20th day of February, 2004 (the "Effective Date"), 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, ARMSTRONG (and Design) (Application Serial No. 76/355274) (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; and

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

NOW, THEREFORE, for 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: *Bruce J. Wolstoncroft*

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 20th day of February, 2004.

Linda A. Harnish
Signature of Notary Public

