

FORM PTO-1694 (Modified)  
(Rev. 10/02)  
OMB No. 0951-0027 (exp. 6/30/2006)  
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TMOS/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

Tab settings

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: **May 14, 2004**

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

A. Trademark Application No.(s)

Additional numbers  Yes  No

B. Trademark Registration No.(s)

**2,781,704**  
**2,837,972**

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:..... **2**


7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

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**  **5/17/04**  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **5**

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 \$65.00 012400 2781704

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 14th day of May, 2004, but effective as of the Effective Date (as defined below), 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, CAMBRAY (Registration No. 2,781,704) (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 11, 2003, 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, 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.



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 14th day of May, 2004, but effective as of the Effective Date (as defined below), 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, COMMISSION (Registration No. 2,837,972) (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 May 4, 2004, 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, 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:                     *B. 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   14<sup>th</sup>   day of   May  , 2004.

                    *Linda A. Harnish*                      
Signature of Notary Public

