JUL. 8.2004 <u>7:22AM</u> ARMSTRONG LEGAL	NO.422 P.2		
	ORM COVER SHEET Docket No,:		
OMB No. 0651-0027 (axp. 5/30/2q05) Copyright 1994-97 LegelSter TMOS/REV03 TRADEMA	ARKS ONLY		
Tab settings → → → ▼	<u> </u>		
To the Director of the United States Patent and Trademark Office: P	lease record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Armstrong World Industries, Inc. P. O. Box 3001 Lancaster, PA 17604 Individual(s) Association General 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 Street Address: 802 West Street City: Wilmington State: DE ZIP: 19801 Individual(s) citizenship Association		
3. Nature of conveyance; All Assignment	General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic designation is (Designations must be a separate document from Additional name(s) & address(es)		
4. Application number(s) or registration numbers(s): A. Trademark Application No.(s) Additional numbers	B. Trademark Registration No.(s) 2,857,271 Pes No		
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:		
Name: <u>Linda A. Harnish</u>	7. Total fee (37 CFR 3.41):\$		
Internal Address: <u>Legal Department</u> Armstrong World Industries, Inc.	☐ Enclosed Authorized to be charged to deposit account		
Street Address: P. O. Box 3001	8. Deposit account number:		
City: Lancaster State: PA ZIP: 17604	01-2400		
	JSE THIS SPACE		
 Statement and signature. To the best of my knowledge and belief, the foregoing informa of the original document. 	• • • • • • • • • • • • • • • • • • • •		
Linda A. Harnish	July 8, 2004		
Name of Person Signing Total number of pages including or	Signature Date cover sheet, attachments, and		
	puired cover sheet information to:		

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 7th day of July, 2004, 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, YOUR IDEAS BECOME REALITY (Registration No. 2,857,271) (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 June 29, 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.

TRADEMARK
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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:

A DR COMP. AS SA	****		
ARMSTRONG	WORLD	INDUSTRIES.	INC

By: _____

Printed Name: Bruce J. Wolstoncroft

Title: General Intellectual Property Counsel

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LANCASTER)

I, <u>Linda A. Harnish</u>, a Notary Public of Lancaster County, of the Commonwealth of Pennsylvania, do hereby certify that <u>Bruce J. Wolstoncroft</u> 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 ______ day of ______ July ______, 2004

Signature of Notary Public

NOTARIAL SEA!
LINDA A. HARNISH. Notary Public
Lancaster, Lencaster County, PA
My Commission Expires Oct. 2, 2006

TRADEMARK RECORDED: 07/08/2004 REEL: 002888 FRAME: 0299