

01-29-2004

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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tarkett, inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 30, 2003

2. Name and address of receiving party(ies)

Name: Tarkett inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 1001, rue Yamaska

City: Farnham State: QC Zip: J2N 1J7

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

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) 1,540,644

Additional number(s) attached  Yes  No

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

Name: Simon Lemay

Internal Address: \_\_\_\_\_

Street Address: 925, chemin St-Louis

Suite 500

City: Québec State: QC Zip: G1S 1C1

6. Total number of applications and registrations involved: 42

7. Total fee (37 CFR 3.41).....\$ 1065,00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Simon Lemay  
Name of Person Signing

Signature

JAN. 05, 2004  
Date

5

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

01/29/2004 DBYRNE 00000004 1540644

01 FC:8521  
02 FC:8522

40.00 OP  
1025.00 OP

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

TRADEMARK  
REEL: 002906 FRAME: 0072

**IN THE UNITED STATES PATENT AND TRADEMARK**

In re Application of  
TARKETT INC.

1540 644

Application No: As listed in Schedule «A»  
Filed: As listed in Schedule «A»  
For : marks listed in Schedule «A»

**POWER OF ATTORNEY**

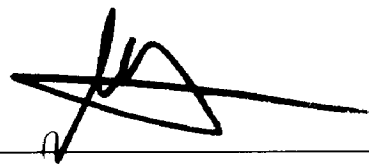
Applicant hereby appoints Simon Lemay, member of the Bar of the Province of Québec, and the firm of Lavery, de Billy, general partnership, having an address at 925, chemin Saint-Louis, Suite 500, Québec, Québec, Canada, G1S 1C1, to prosecute this application for registration; to transact all business in the Patent and Trademark Office on its behalf in connection therewith; to receive the Certificate of Registration; and to represent it in all proceedings affecting the marks which may arise in the Patent and Trademark Office hereafter. All powers of attorney heretofore granted and hereby revoked.

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Lawrence M. Jarvis and the firm McAndrews, Held and Malloy, Ltd., 500 W. Madison, 34<sup>th</sup> Floor, Chicago, Illinois, 60661, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the above referenced mark may be serve. All prior appointments of domestic representative are hereby revoked.

TARKETT INC.

By:



Printed Name:

Stéphanie Couture

Title:

Secretary

Date:

December 3, 2003

**SCHEDULE «A»**

<b>TRADEMARK</b>	<b>FILING NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>OUR FILE NUMBER</b>
<b>AMBIANCE</b>	76314,775	2,770,791	412986-134
<b>AMERISPORT</b>	74462,227	1,920,977	412986-135
<b>ANTIQUA (STYLIZED)</b>	72104,952	0,715,352	412986-136
<b>BRITE IMAGE</b>	764,309	1,540,646	412986-149
<b>BRITE-BOND</b>	765,333	1,540,649	412986-150
<b>CERAMICORE</b>	76250,024	2,614,763	412986-156
<b>CERAMIGUARD</b>	76250,017	2,614,762	412986-157
<b>COLORWORKS</b>	75536,245	2,313,535	412986-161
<b>COMFORTSYLE</b>	75034,272	2,080,175	412986-163
<b>DIGNITY</b>	76314,776	2,726,542	412986-176
<b>ELITE</b>	73467,789	1,350,796	412986-186
<b>EMINENT</b>	74420,420	1,832,810	412986-187
<b>FASHION COVE</b>	765,349	1,548,317	412986-191
<b>FLEETWOOD</b>	75652,733	2,409,420	412986-193
<b>FOAMCRAFT</b>	296,140	866,180	412986-196
<b>FOR ALL THE RIGHT REASONS</b>	75613,717	2,380,610	412986-197
<b>HOMESPUN</b>	75477,918	2,369,236	412986-206
<b>KEYSTONES</b>	74600,565	2,006,923	412986-216
<b>LIFESTYLES</b>	74451,645	1,949,441	412986-220
<b>LIFETIME</b>	616,196	1,473,320	412986-221
<b>LIFETIME BRITE</b>	73717,018	1,511,863	412986-222
<b>NATURE'S TOUCH</b>	75751,027	2,579,340	412986-229
<b>OPTIMA</b>	642,124	1,452,302	412986-233
<b>PENBROOKE</b>	75108,921	2,090,126	412986-238
<b>PIROUETTE</b>	642,202	1,452,303	412986-240
<b>PREFERENCE</b>	764,297	1,541,694	412986-242
<b>PRESCRIPTIONS</b>	74699,025	2,015,099	412986-243
<b>PRESENCE</b>	75108,0002	2,267,497	412986-244
<b>PROCLAIM</b>	467,788	1,350,795	412986-247
<b>QUICK LOCK</b>	76004,830	2,737,309	412986-248
<b>QUIET-COR</b>	74422,009	1,889,971	412986-249
<b>REALIFE</b>	75413,604	2,605,057	412986-250
<b>SALUTE</b>	642,122	1,467,496	412986-253
<b>SANDRAN</b>	74643,242	1,949,138	412986-254
<b>SATIN SEAL</b>	76171,720	2,586,857	412986-256
<b>SIMPLY BRITE</b>	74608,807	2,005,103	412986-261
<b>SOFTRED</b>	228,938	819,425	412986-263
<b>STYLE BRITE</b>	74250,050	1,725,890	412986-268

<b>STYLGLO</b>	31,794	1,023,830	412986-269
<b>TARKETT</b>	75975,596	2,089,450	412986-272
<b>THRU CHIP</b>	72380,646	0,927,192	412986-283

## ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TARKETT, INC., a corporation constituted under the laws of Delaware (the «Assignor») hereby assign, sell, grant, convey and transfer to TARKETT INC., a corporation constituted under the laws of Canada, having its head office at 1001, Yamaska Street East, Farnham, Québec, Canada, J2N 1J7, (the «Assignee»), all its right, title, and interest in and to the trademarks, trademark applications and registrations described in Schedule «A» attached hereto and incorporated herein by reference, as part of the entire business or portion thereof to which the marks pertain, together with the goodwill associated with said trademarks, in the United States and throughout the world.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations and applications in the United States and throughout the world for said trademarks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said trademarks, and any registrations issued for said trademarks in the United States and throughout the world.

Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Deed of Assignment effective as of October 30<sup>th</sup>, 2003.

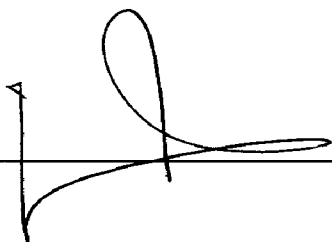
ASSIGNOR:

ASSIGNEE:

TARKETT, INC.

TARKETT INC.

By: \_\_\_\_\_



By: \_\_\_\_\_

