

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interfloor Investments Limited (Company No. 4407328)	FORMERLY The Hunter Rubber Company Limited, formerly Interfloor Limited	12/13/2004	CORPORATION: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Interfloor Limited (Company No. 162988)
<b>Street Address:</b>	Broadway, Haslingden, Rossendale
<b>City:</b>	Lancashire
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	BB4 4LS
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2362535	SAFE 'N' SOUND
Registration Number:	1889353	TREDAIRE
Registration Number:	1406536	SILVASEAM

**CORRESPONDENCE DATA**

Fax Number: (302)778-2600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3027782500  
 Email: tmde@ratnerprestia.com  
 Correspondent Name: Rex A. Donnelly  
 Address Line 1: P.O. Box 1596  
 Address Line 2: 1007 Orange Street, Suite 1100  
 Address Line 4: Wilmington, DELAWARE 19899

**DOMESTIC REPRESENTATIVE**

CH \$90.00 2362535

Name: Rex A. Donnelly  
Address Line 1: P.O. Box 1596  
Address Line 2: 1007 Orange Street, Suite 1100  
Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER:	Rex A. Donnelly
Signature:	/rexadonnelly/
Date:	03/17/2005

**Total Attachments: 4**  
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**INTERFLOOR INVESTMENTS LIMITED (Company Number 4407328)  
formerly called THE HUNTER RUBBER COMPANY LIMITED and formerly  
INTERFLOOR LIMITED (Collectively "the Assignor")**

**and**

**INTERFLOOR LIMITED (Company Number 162988)**

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**TRADE MARK ASSIGNMENT**

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**William A Shepherd & Son  
3rd floor  
11 St James's Square  
Manchester  
M2 6DR**

**TRADEMARK  
REEL: 003048 FRAME: 0353**

THIS ASSIGNMENT document dated this 13<sup>th</sup> day of Dec 2004 is made

**BETWEEN :**

(1) **INTERFLOOR INVESTMENTS LIMITED (Company Number 4407328)** formerly called **THE HUNTER RUBBER COMPANY LIMITED** and formerly **INTERFLOOR LIMITED** of Broadway, Haslingden, Rossendale, Lancashire, BB4 4LS [hereinafter "the Assignor"] of the one part

**AND**

(2) **INTERFLOOR LIMITED (Company Number 162988)** of Broadway, Haslingden, Rossendale, Lancashire, BB4 4LS [hereinafter "the Assignee"]

**RECITALS**

(A) The Assignor is the registered proprietor of the USA Trade Marks [hereinafter "the Intellectual Property"], brief particulars for which feature in the Schedule appearing herunder;

(B) The Assignor has agreed to assign the Intellectual Property to the Assignee, subject to the terms and conditions laid out below.

**NOW IT IS HEREBY AGREED:**

1. For good and valuable consideration paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges), the Assignor HEREBY ASSIGNS and transers to the Assignee with full title and guarantee:
  - 1.1 all of such estate, right, title and interest as it may have in the Intellectual Property
  - 1.2 all statutory and common law rights attaching to the Intellectual Property, including the right to sue for past infringements and to retain any damages obtained as a result of such action.

**2. GOODWILL**

The Assignor confirms that this Assignment is made with the goodwill attaching to the Intellectual Property.

**3. ASSIGNOR COVENANTS**

The Assignor covenants that it:

3.1 will render all necessary assistance and co-operation to give effect to this Assignment and its recordal at the relevant Registries; and

3.2 renounces any rights which it may have in respect of the Intellectual Property.

**4. INFRINGEMENT**

4.1 Pending the recordal of the Assignee as new proprietor of the Intellectual Property, the Assignor will lend its name to any proceedings for infringement and/or passing off which the Assignee may require to be brought against any person wrongfully using the Intellectual Property.

4.2 The Assignee shall indemnify the Assignor in respect of any costs or other liability arising out of such proceedings.

**5. JURISDICTION**

The Assignment shall be governed by and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts.

**SCHEDULE**

Trade Marks

<b>Mark</b>	<b>Number</b>	<b>Classes</b>	<b>Status</b>	<b>Application Date</b>	<b>Community Trade Mark Number</b>
Tredaire	1889353	27	Registered	06/08/1990	
Safe n Sound	2362535	27	Registered	27/11/1996	
Silvaseam	1406536	9, 17	Registered	22/7/1985	

**IN WITNESS WHEREOF** this Assignment has been executed by the parties the day, month and year above written.

Signed at

for and on behalf of **INTERFLOOR INVESTMENTS LIMITED**

**Signature** : 

**Name** : D. J. CARTER

**Capacity** : DIRECTOR

Signed at

for and on behalf of **INTERFLOOR LIMITED**

**Signature** : 

**Name** : D. J. CARTER

**Capacity** : DIRECTOR