

TRADEMARKS / SERVICE MARKS 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: AWL 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 Corrective Assignment to Correct Assignee on
Reel 002399/Frame 0550

Execution Date: 10/31/01

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

A. Trademark / Service Mark Application No.(s)

Additional numbers

B. Trademark / Service Mark Registration No.(s)

2,434,501

Yes No

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

Name: Linda A. Harnish

Internal Address: 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 12/1/05
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **4**

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

TRADEMARK

REEL: 003235 FRAME: 0988

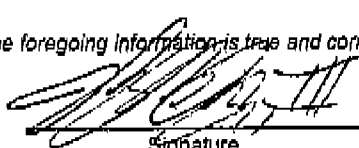
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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings		101902601 TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Armstrong World Industries, Inc. 11-19-01			2. Name and address of receiving party(ies) Name: <u>AWI Licensing Company, Inc.</u> LAH Internal Address: Street Address: <u>802 West Street</u> City: <u>Wilmington</u> State: <u>Delaware</u> Zip: <u>19801</u>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Pennsylvania</u> <input type="checkbox"/> Other			<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>05/13/2001</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2,434,501</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Maury M. Tepper, III</u> <u>Womble Carlyle Sandridge & Rice, PLLC</u> Internal Address: Street Address: <u>150 Fayetteville Street Mall, Suite 2100</u> City: <u>Raleigh</u> State: <u>NC</u> Zip: <u>27602</u>			6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: <u>500517</u> (Attach duplicate copy of this page if paying by deposit account)			DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <u>Maury M. Tepper, III</u>  <u>November 19, 2001</u> Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and document: 3					

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

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of the 31 day of October, 2001, 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, ~~INC.~~^{LLC}, a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the record owner of the trademark, PLACE 'N PRESS VINYL NO-WAX TILE & Design (Registration No. 2,434,501) (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 13, 2001, 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, in consideration of the sum of Ten Dollars (\$10.00) and other 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.

CBP By: Edward R. Case

Printed Name: Edward R. Case

Title: Vice President

Commonwealth
STATE OF Pennsylvania)
COUNTY OF Lancaster)

I, Donna Royer-Good, a Notary Public of Lancaster County, of the State of Pennsylvania do hereby certify that Edward R. Case 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 5th of November, 2001.

Donna L. Royer-Good
Signature of Notary Public

My Commission Expires:

11/01/02

