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FORM PTO-1594 (Modified)
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OMB No. 0651-0027 (exp. 6/30/2008)
TM05/REV04

Docket No.:

RECORDATION FORM COVER SHEET

TRADEMARKS / SERVICE MARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

1. Name of conveying party(ies):

HomerWood, Inc.

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

Citizenship (see guidelines)

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date: April 3, 2006

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

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: HomerWood Hardwood Flooring Company

Internal

Address:

Street Address: 1209 Orange Street

City: Wilmington

State: Delaware

Country: U.S.A. ZIP: 19801

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

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

See Exhibit A

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

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A

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

Name: Linda A. Harnish

Internal Address: Armstrong World Industries, Inc.
Legal Department

Street Address: P. O. Box 3001

City: Lancaster

State: Pennsylvania Zip: 17604

Phone Number: 717-396-4765

Fax Number: 717-396-6121

Email Address:

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number 01-2400
Authorized User Name Linda A. Harnish

9. Signature:

Linda A. Harnish
Signature

4/6/06
Date

Linda A. Harnish
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

CH \$90.00 012400 78622395

Exhibit A**Trademarks:**¹

Trademark: AMISH HAND-SCRAPED
Status: Pending, non-final action response due June 12, 2006
Application Number: 78/622,395
Registration Number: N/A
Application Date: May 4, 2005
Date Registered: N/A
First Use Date: July 29, 2003
Section 8 and 15 filed: N/A

Trademark: HOMERWOOD
Status: Registered: 10-year Renewal due April 29, 2007
Application Number: 75/105,533
Registration Number: 2,057,307
Application Date: May 17, 1996
Date Registered: April 29, 1997
First Use Date: July 26, 1986
Section 8 and 15 filed: 2003-06-04 – Section 8 (6 year) accepted and Section 15 acknowledged

Trademark: CHARACTER GRADE
Status: Registered: 10-year Renewal due February 10, 2008
Application Number: 75/105,532
Registration Number: 2,135,282
Application Date: May 17, 1996
Date Registered: February 10, 1998
First Use Date: July 26, 1986
Section 8 and 15 filed: 2003-07-18 – Section 8 (6 year) accepted and Section 15 acknowledged

¹ Database search limited to U.S. Federal and U.S. State, Canada, Mexico (published registrations only), Austria, Benelux, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Liechtenstein, Lithuania, Monaco, Norway, Poland, Slovak Republic, Spain, Sweden, Switzerland, United Kingdom, Community Trademarks, International Register and Japan.

*Execution Version***TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Agreement"), effective as of April 3, 2006, (the "Effective Date") is made by HomerWood, Inc., a Pennsylvania corporation ("Seller") to HomerWood Hardwood Flooring Company, a Delaware corporation ("Buyer").

W I T N E S S E T H

WHEREAS, Seller has adopted and used, and in certain cases registered or applied for, registration of certain trademarks including the trademarks listed on Exhibit A to this Agreement and in connection with the goods listed thereon (the "Marks");

WHEREAS, Seller and Buyer, as assignee of Armstrong Hardwood Flooring Company, have entered into an Asset Purchase Agreement, dated March 13, 2006, pursuant to which Buyer is acquiring and Seller has agreed to sell and assign certain assets, including all of Seller's right, title and interest in and to the Marks, both registered and common law, any other common law trademarks used in connection with the sale of products by Seller, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller hereby assigns, transfers and conveys unto Buyer all of the Seller's right, title and interest in and to the Marks, both registered and common law, any other common law trademarks used in connection with the sale of products by Seller, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. This agreement shall be governed and construed in accordance with the laws of the United States of America and of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

HOMERWOOD, INC.

By: _____


Douglas R. Bolton, President

COMMONWEALTH OF PENNSYLVANIA §

COUNTY OF Lancaster §
§
§

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Douglas R. Bolton, who stated that he was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of HomerWood, Inc., and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 3rd day of April, 2006.

Jana M Keck
Notary Public

My Commission Expires:

9/25/06

