

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEKNIT LIMITED		04/21/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	INTERFACE FABRICS, INC.		
Street Address:	9 Oak Street		
City:	Guilford		
State/Country:	MAINE		
Postal Code:	04443		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3026294	TEKNIT	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4530		
ATTORNEY DOCKET NUMBER:	I4060/308689		
NAME OF SUBMITTER:	James A. Trigg		
Signature:	/james a. trigg/		
Date:	06/01/2006		

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Total Attachments: 5

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Dated 21 April 2006

INTERFACE FABRICS, INC.

TEKNIT LIMITED

**ASSIGNMENT
of Trade Marks**

ADDLESHAW GODDARD

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This Agreement is made on 21 April 2006

Between

- (1) **Interface Fabrics, Inc.** whose principal place of business is at 9 Oak Street, Guilford, ME 04443 USA (**Assignee**); and
- (2) **Teknit Limited** (No. 3149983) whose registered office is at Hopton Mills, Hagg Lane, Lower Hopton, Mirfield, West Yorkshire WF14 8HE (**Assignor**)

(together, the **parties**, or each individually, a **party**)

Whereas:

- (A) The Assignor is the proprietor of the trade mark teknit with the registrations therefore as listed in the Schedule (**Trade Mark**)
- (B) Under an agreement of even date between Interface Europe Ltd. (of which the Assignor was at the time of entering into such agreement a Subsidiary and is an Associated Company of the Assignee) and Phabrics Limited (the **SPA**), Phabrics has agreed to procure that the Assignor shall assign the Trade Mark to the Assignee under the terms set out in this Agreement
- (C) the Assignor has agreed to assign the Trade Mark and the goodwill associated therewith to the Assignee and the Assignee has agreed to accept such assignment subject to and in accordance with the terms set out below.

It is agreed as follows

1 Definitions

In this Agreement the following expressions shall have the following meanings:

Associated Company means any company which is in relation to another company its parent undertaking or its subsidiary undertaking, or a subsidiary undertaking of its parent undertaking, (as such terms are defined in sections 736, 736A and 258 of the Companies Act 1985, as amended by the Companies Act 1989) or any other person Controlled by or under the same Control, direct or indirect and **Associated Companies** shall be construed accordingly

Licence means the licence of certain intellectual property rights under the Trademark and Branding Agreement of even date made between the Assignee and Camborne Holdings Limited

Subsidiary shall have the meaning given to that term by s.736 and s.736A of the Companies Act 1985

2 Assignment of Trade Mark

- 2.1 Pursuant to and in consideration of the Licence, the Assignor hereby assigns to the Assignee with full title guarantee the Trade Mark, together with all the goodwill associated therewith and the rights, powers, privileges and immunities conferred on the proprietor including the right to sue for damages and/or other remedies in respect of any infringements which may already have occurred with respect to the Trade Mark.

3 Warranties

3.1 The Assignor warrants and represents that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) so far as it is aware, it is the sole owner of the Trade Mark.

4 Further Assurance

The Assignor hereby covenants with the Assignee that it will, at the cost of the Assignee, execute or procure the execution of all documents, forms and authorisations and do all things as may be necessary or desirable to give effect to the assignment of Trade Mark under this Agreement.

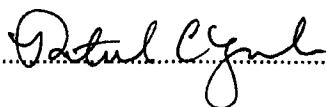
5 General


5.1 This Agreement contains all the terms agreed between the parties regarding its subject matter whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. No party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

5.2 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a person who is not a party to this Agreement.

5.3 This Agreement shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction in respect of it.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

Signed by)
 duly authorised for and on behalf of)
Interface Fabrics, Inc.) 

Signed by)
 duly authorised for and on behalf of)
Teknit Limited) 

Schedule 1

The Trade Mark

Owner	Jurisdiction	Mark	Registration No.	Class(es)	Status	Expiry/ Renewal Date
Teknit Limited	UK	Teknit	GB1475258	12	Registered	30/03/2008
Teknit Limited	UK	Teknit	GB1475259	24	Registered	30/08/2008
Teknit Limited	UK	Teknit	GB1517662	42	Registered	03/11/2009
Teknit Limited	EU	Teknit	CTME2922920	12, 24, 42	Registered	06/11/2012
Teknit Limited	US	Teknit	3026294	42	Registered	13/12/2011
Teknit Limited	Germany	Teknit	2025976	12, 24	Registered	31/08/2011