

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Servicemarks and Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tarkett Inc.		11/19/2007	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	ArborCraft., LLC
Street Address:	2225 Eddie Williams Rd.
City:	Johnson City
State/Country:	TENNESSEE
Postal Code:	37601
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1703307	ACADIA NATURAL
Registration Number:	1701800	ADIRONDACK HONEY
Registration Number:	2416394	ALUMIDE
Registration Number:	0658937	BONDWOOD
Registration Number:	2161514	BRECKENRIDGE BRAZILIAN NATURAL
Registration Number:	1991237	CAPITAL
Registration Number:	2612500	COACH HOUSE HICKORY
Registration Number:	2838517	CROSSROADS
Registration Number:	1362791	EVERSETT
Registration Number:	2650233	GLENWOOD STRIP
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Registration Number:	2022678	KINGSPORT
Registration Number:	1700570	MOJAVE WHEAT

OP \$515.00 1703307

Registration Number:	2602803	PASSPORT: AUSTRALIA
Registration Number:	3079417	QUIKLOC
Registration Number:	2796090	TAPTIGHT
Registration Number:	2503829	VANGUARD
Registration Number:	0838196	WEBBAC
Serial Number:	77099409	GENESIS

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-325-5049
Email: dgreenfield@fdh.com
Correspondent Name: Donna Greenfield
Address Line 1: 177 Broad Street
Address Line 2: 15th Floor
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Donna Greenfield
Signature:	/Donna Greenfield/
Date:	02/07/2008

Total Attachments: 11
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**ASSIGNMENT OF
SERVICEMARKS AND TRADEMARKS**

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS AGREEMENT (this "Agreement") is dated as of November 9, 2007 by and between ArborCraft, LLC (f/k/a American Wood, LLC), a Delaware limited liability company (the "Assignee"), and Tarkett Inc., a Canadian corporation (the "Assignor") and Tarkett Wood Inc., a Tennessee corporation ("TW").

WITNESSETH:

WHEREAS, TW, the Assignee, and certain other parties named therein have executed and delivered an Asset Purchase Agreement dated as of November 3, 2007 (the "Purchase Agreement") pursuant to which, among other things, the Assignee has agreed to purchase from TW substantially all of the assets of TW relating to the Business (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, TW, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to all the Assignor's registered and unregistered trademarks, servicemarks, trade dress, logos, trade names, corporate names, together with all translations, adaptations, derivations and combinations thereof, and all applications, registrations, and renewals in connection therewith that are related to TW and the Business and that are listed in Schedule A (collectively, the "Marks"), be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of the Marks.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to any and all of the Assignor's Marks that are listed on Schedule "A" hereto, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this Agreement with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made. Subject to the representations made by the Sellers in Article V of the Purchase Agreement, trademarks of common law are assigned "as is" without any warranty whatsoever. For greater certainty, the trademark and servicemark "Tarkett", its logos, derivatives or any variations thereof, including, but not limited to, its use in combination with any other words, are specifically excluded from this Agreement.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor or TW), to secure the rights

assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes listed in Sections 1.2(a), the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between TW and Assignor on one hand and Assignee on the other hand, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as provided in the Purchase Agreement.

2. Authority; Non-contravention.

2.1 Assignor is a corporation duly organized, validly existing and in good standing under the Laws of the Province of [Quebec]. Assignor is qualified to do business in every jurisdiction in which the failure to so qualify could have a Material Adverse Change in Assignor.

2.2 Assignor has all requisite power and authority to execute and deliver this Agreement and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement and all related transactions and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action on the part of Assignor, and this Agreement has been duly executed and delivered by Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

2.3 Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated by this Agreement by Assignor, shall (a) violate any Law as to which Assignor, the Business or the Acquired Assets is subject, (b) violate any provision of the Fundamental Documents of Assignor, (c) conflict with, result in a breach of, constitute a default (or an event which with notice, lapse of time or both would constitute a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any of the Contracts or Intellectual Property or any contract, agreement, instrument, lease, license, Permit, order, decree, authorization or other document to which Assignor is a party or by which any of its assets is bound, (d) result in the imposition of any Lien upon any of the Acquired Assets (other than liens in favor of lenders to Assignee under credit arrangements entered into by Assignee), or (e) cause Assignee to become subject to, or to become liable for the payment of, any Tax.

3. Miscellaneous.

3.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

3.2 Notices. Notices to TW and the Assignee shall be provided to the addresses and in the manner provided in the Purchase Agreement. Notices to the Assignor shall be provided to the same address as TW and in the manner provided in the Purchase Agreement

3.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by the Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the Business.

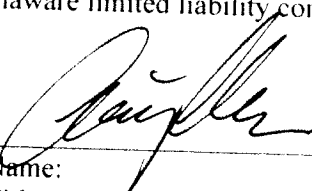
3.4 Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Tennessee without giving effect to any principles of conflicts of laws that would require the application of any other law.

3.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, TW, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ARBORCRAFT, LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

TARKETT INC.,
a Canadian corporation

By: _____
Name: _____
Title: _____

TARKETT WOOD INC.
a Tennessee Corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of November, 2007, personally appeared _____, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as _____ of Tarkett Inc., is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as _____ of Tarkett Inc., and the free act and deed of said corporation, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

STATE OF Connecticut)
) SS: Ridgefield
COUNTY OF Fairfield)

On this 16th day of November, 2007, personally appeared Christy Sadler signer and sealer of the foregoing instrument, personally known to me (~~or satisfactorily proven~~), who acknowledged that he or ~~she~~, as manager of American Wood, LLC, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as manager of ArborCraft, LLC, and the free act and deed of said corporation, before me, the undersigned officer.

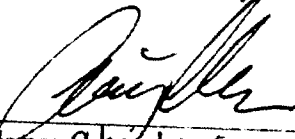
[Signature]

Commissioner of the Superior Court
Notary Public

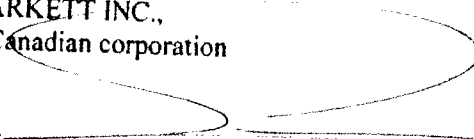
NOTARY PUBLIC
11-30-2008

IN WITNESS WHEREOF, TW, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ARBORCRAFT, LLC,
a Delaware limited liability company

By: 
Name: Christy Sadler
Title: Manager

TARKETT INC.,
a Canadian corporation

By: 
Name: GUILLAUME LAVERDURE
Title: PRESIDENT, RESIDENTIAL DIVISION

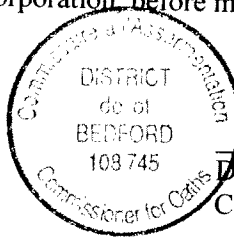
TARKETT WOOD INC.
a Tennessee Corporation

By: _____
Name:
Title:

ACKNOWLEDGMENTS

DISTRICT OF BEDFORD)
) SS:
PROVINCE OF QUEBEC)

On this 19th day of November, 2007, personally appeared Guillaume Laverdure, signer and sealer of the foregoing instrument, personally known to me, who acknowledged that he, as President, Residential Division of Tarkett Inc., is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President, Residential Division of Tarkett Inc., and the free act and deed of said corporation, before me, the undersigned officer.



Denise Béland Manny

Denise Béland Manny
Commissioner for Oaths

* * * * *

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of November, 2007, personally appeared _____, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as _____ of American Wood, LLC, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as _____ of ArborCraft, LLC, and the free act and deed of said corporation, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

IN WITNESS WHEREOF, TW, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

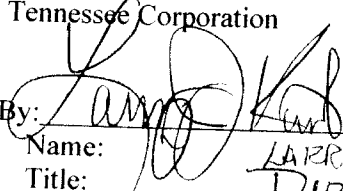
ARBORCRAFT, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

TARKETT INC.,
a Canadian corporation

By: _____
Name:
Title:

TARKETT WOOD INC.
a Tennessee Corporation

By:  _____
Name: LARRY J. KNUST
Title: DIRECTOR

STATE OF TENNESSEE)
) SS:
COUNTY OF WASHINGTON)

On this 19 day of November, 2007, personally appeared LARRY J. KUUST, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he or she, as DIRECTOR of Tarkett Wood Inc., is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as DIRECTOR of Tarkett Wood Inc., and the free act and deed of said corporation, before me, the undersigned officer.

Susan S. Rook
~~Commissioner of the Superior Court~~
Notary Public

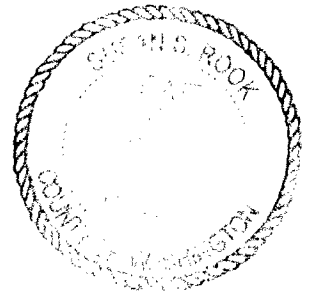


Exhibit A

Trademark and service mark registrations and applications:

	Application No	Registration No	Reg. Date
Registrations in the US:			
- Acadia Natural	74/206,141	1,703,307	July 28, 1992
- Adirondack Honey	74/205,826	1,701,800	July 21, 1992
- Alumide	75/631,888	2,416,394	Dec 26, 2000
- Bondwood	71/693,321	0,658,937	Mar 4, 1958
- Breckenridge Brazilian Natural	75/206,908	2,161,514	June 2, 1998
- Capital	74/711,060	1,991,237	Aug 6, 1996
- Coach House Hickory	76/311,662	2,612,500	Aug 27, 2002
- Crossroads	78/185,219	2,838,517	May 4, 2004
- Eversett (adhesive)	73/531,640	1,362,791	Oct 1, 1985
- Glenwood Strip	76/106,471	2,650,233	Nov 12, 2002
- Harris & Design	71/693322	0651923	Sep 24, 1957
- Harris & Design	71/318,358	290,424	Jan 5, 1932
- Kingsport	74/711,061	2,022,678	Dec 10, 1996
- Mojave Wheat	74/205,819	1,700,570	July 14, 1992
- Passport: Australia	76/295,782	2,602,803	July 30, 2002
- Quikloc	78/607551	3079417	Apr 11, 2006
- TapTight	78/112,936	2,796,090	Dec 16, 2003
- Vanguard	76/106,470	2,503,829	Nov 6, 2001
- Webbac	72/239,995	838,196	Nov 7, 1967

Applications in the US:

- Genesis	77099409		pending
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Registrations in Canada:

- Avenues	1127285	TMA584,801	July 8, 2003
- Coach House Hickory	1114341	580457	May 1, 2003
- Crossroads	1134364	TMA589,701	Sep 12, 2003
- Passport: Australia	1110253	580524	May 2, 2003
- TapTight	1129995	TMA589,920	Sep 16, 2003

Applications in Canada:

- Genesis	1334060		pending
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Material unregistered trademarks and service marks: (TM of Common Law)

- Artisan's	US-CA
- Basics	US
- ClicLoc	US
- Essentials	US-CA
- Foundations	US
- Grand Vistas Collection	US
- Ovations	US-CA
- Signature	US-CA
- Mission	US
- Passages	US
- Journey	US
- Amherst	US
- Wiltshire	US
- Cornerstone	US
- Expeditions	US

- Passport (no Australia connection) US
- Northwoods US