10/22/09

Form <b>PTO-1594</b> (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
	-27-2009
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To the Director of the U. S. Patent and Tr	cuments or the new address(es) below.
1. Name of conveying party(ies):	03578759 s of receiving party(ies)
Forbo Financial Services AG	Additional names, addresses, or citizenship attached?
	Name: Fenner Dunlop Americas, Inc.
Individual(s) Association	Internal
General Partnership Limited Partnership	Address:
✓ Corporation- State: Switzerland	Otreet Address. 0720 Ned Oak Bodievard, Odite 010
Other	City. Chanotte
Citizenship (see guidelines)	State: North Carolina
Additional names of conveying parties attached?	Country: United States Zip: 28217  ✓ No Association Citizenship
	General Partnership Citizenship
3. Nature of conveyance )/Execution Date(s) :	Limited Partnership Citizenship
Execution Date(s) September 28, 2009	✓ Corporation Citizenship Delaware
✓ Assignment	Other private limited co. Citizenship
☐ Security Agreement ☐ Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes Vo
Other	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and identification or description of the Trademark.  A. Trademark Application No.(s)  B. Trademark Registration No.(s)  3123665 and 3236517	
	Additional sheet(s) attached? ☐ Yes ✓ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 3123665 - GLIDETOP 3236517 - UNICLEAT	
5. Name & address of party to whom corresponde concerning document should be mailed:	ence 6. Total number of applications and registrations involved:
Name: <u>John J. Staler</u> Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\$65.00
internal Address.	Authorized to be charged by credit card
Street Address: 1000 Jackson Street	Authorized to be charged to deposit account  Enclosed
City: <u>Toledo. Ohio 43604</u>	8. Payment Information:
State: Ohio Zip: 43604-5573	a. Credit Card <sub>էն / 2</sub> եցգլի իկկրիխers <u>նոննան և 3123663</u> Expiration Date
Phone Number: (419) 321-1327	91 FC:8521 =
Fax Number: (419) 241-6894	Authorized User Name
Email Address: jstaler@slk-law.com	
9. Signature: John Signature	<u>10/22/2009</u> Date
John J. Staler	Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

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 22313-1450

TRADEMARK REEL: 004086 FRAME: 0225



## ASSIGNMENT OF MARKS AND ACCOMPANYING GOODWILL

THIS ASSIGNMENT is entered this 28th day of September, 2009, by and between Fenner Dunlop Americas, Inc., a Delaware corporation, with principal offices at 8720 Red Oak Boulevard. Suite 510, Charlotte, North Carolina 28217 (hereinafter the "Assignee"), and Forbo Financial Services AG, a corporation organized under the laws of Switzerland, with principal offices at Lindenstrasse 8, 6340 Baar, Switzerland (hereinafter the "Assignor").

WHEREAS, pursuant to a prior erroneously assignment from Assignee to Assignor, Assignor is the owner of all rights, title and interest in and to the marks GLIDETOP, registration No. 3123665 and UNICLEAT registration No. 3236517 and the registrations therefor in the United States Patent and Trademark Office, and the goodwill of the business associated therewith and symbolized thereby (collectively the "Marks"), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor: and

WHEREAS, such erroneously assignment shall be rescinded and the Assignee shall retrieve the assigned rights in the Marks and all rights appurtenant thereto back from the Assignor;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, receipt of which Assignor acknowledges by its execution below:

- Assignor assigns to Assignee all of its rights, title and interest in and to the Marks and the registration therefor in the United States Patent and Trademark Office, together with the goodwill of the business connected with the use of and symbolized by said Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor and hereby excludes any and all liabilities pertaining to any such right or in connection with the assignment of any such right to the Assignee.
- Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Marks and the United States Patent and Trademark Office registration and/or pending application for registration therefor to Assignee, its successors or assigns.

Executed and effective as of this 28th day of September, 2009.

**ASSIGNOR:** 

ASSIGNEE:

FORBO FINANCIAL SERVICES, AG.

a Swiss corporation

By: Name: Title:

FENNER DUNLOP AMERICAS, INC.

a Delaware corporation

By: Name:

Title:

TRADEMARK REEL: 004086 FRAME: 0226

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**RECORDED: 10/22/2009**