

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
Interface, Inc.		08/17/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bentley Prince Street, Inc.		
Street Address:	2859 Paces Ferry Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3798178	ENCORERC	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22930-4		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$40.00 3798178

Date:

08/28/2012

Total Attachments: 2

source=Interface Trademark Assignment Agreement (executed)#page1.tif

source=Interface Trademark Assignment Agreement (executed)#page2.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made this 17th day of August, 2012, by and between **Interface, Inc.**, a Georgia corporation with its principal place of business at 2859 Paces Ferry Road, Suite 2000, Atlanta, Georgia 30339 ("Interface"), and **Bentley Prince Street, Inc.**, a Delaware corporation with its principal place of business at 2859 Paces Ferry Road, Suite 2000, Atlanta, Georgia 30339 ("BPS"). For ten dollars (\$10.00), and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Mark.** The parties acknowledge and confirm that Interface is the owner of all trademark rights in the mark **ENCORERC** (the "Mark") and the owner of U.S. Registration No. 3,798,178 of the Mark for "carpet backing" in Class 27 (the "Registration").

2. **Assignment and Sale.** Interface hereby assigns, grants, and delivers exclusively to BPS all of Interface's rights, titles, and interests of every kind and nature whatsoever in and to the Mark and the Registration, and all goodwill associated therewith, together with all causes of action, including accrued, existing, and future causes of action, arising out of or related to the rights in and to the Mark and the Registration.

3. **Miscellaneous.** If any term of this Assignment shall be found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms shall constitute their agreement with respect to the subject matter, and all such remaining terms shall remain in full force and effect. This Assignment shall be governed by and construed under the laws of the State of Georgia. This Assignment constitutes the entire agreement between Interface and BPS with respect to the subject matter hereof and shall not be modified, amended, or terminated except by another agreement in writing executed by the parties hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

INTERFACE, INC.

By: *Patrick C. Lynch*
Name: *Patrick C. Lynch*
Title: *Senior Vice President*

BENTLEY PRINCE STREET, INC.

By: *Patrick C. Lynch*
Name: *Patrick C. Lynch*
Title: *Senior Vice President*

[Signature Page to Trademark Assignment Agreement]