

## 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
Patriot Flooring Supply, Inc.		09/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Belknap White Group, Inc.		
Street Address:	119 Hopkins Hill Rd.		
City:	West Greenwich		
State/Country:	RHODE ISLAND		
Postal Code:	02817		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3731726	PATRIOT	
Registration Number:	3731725	PATRIOT	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-345-9000		
Email:	tmdocket@haslaw.com		
Correspondent Name:	Andrea J. Mealey		
Address Line 1:	Hinckley Allen & Snyder LLP		
Address Line 2:	28 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-1776		
ATTORNEY DOCKET NUMBER:	066761 / 0149781		
NAME OF SUBMITTER:	Andrea J. Mealey		
Signature:	/Andrea J Mealey/		

OP \$65.00 3731726

TRADEMARK

Date:

09/30/2012

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT** is made as of September 1, 2012, between Patriot Flooring Supply, Inc., a Delaware corporation having an address of 250 Ballardvale Street, Wilmington, MA 01887 (the "Assignor") and The Belknap White Group, Inc., a Rhode Island corporation having an address of 119 Hopkins Hill Road, West Greenwich, RI 02817 (the "Assignee") (collectively, the "Parties").

**WHEREAS**, the Assignor is the owner in the United States of the trademark PATRIOT for use in connection with distributorship services in the field of hardwood and laminate flooring (hereinafter the "Standard Character Trademark"); and

**WHEREAS**, the Assignor is the owner of U.S. Trademark Registration No. 3,731,725 covering the Standard Character Trademark (hereinafter the "'725 Registration"); and

**WHEREAS**, the Assignor is the owner in the United States of the trademark PATRIOT for use in connection with distributorship services in the field of hardwood and laminate flooring (hereinafter the "Design Trademark" and together with the Standard Character Trademark, the "Trademarks"); and

**WHEREAS**, the Assignor is the owner of U.S. Trademark Registration No. 3,731,726 covering the Standard Character Trademark (hereinafter the "'726 Registration" and together with the '725 Registration, the "Registrations"); and

**WHEREAS**, the Assignor has agreed, pursuant to that certain Contribution Agreement between the Parties, dated August 29, 2012, to assign the Trademarks and the Registrations to the Assignee, and the Assignee has agreed to accept said assignment; and


**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to: (i) the Trademarks, including any and all common law trademark, trade name and intellectual property rights, including rights of priority, in the Trademarks; (ii) the Registrations; (iii) all goodwill symbolized by the Trademarks; and (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.
2. Each party shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignment and other lawful documents as may be reasonably necessary to effect fully the purposes of this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks, all associated goodwill and all other rights conveyed by this Assignment.
3. This Assignment binds and inures to the benefit of the Parties and their respective parent companies, subsidiaries, related companies, licensees, successors and assigns and all parties in privity with them.
4. This Assignment constitutes the full understanding of the Parties with respect to the subject matter hereof and supersedes and cancels any and all other prior agreements, written or oral, between them relating to the subject matter hereof. This Assignment may not be amended except in writing signed by each of the Parties.
5. Nothing in this Assignment, its provisions or the transactions, obligations and relationships contemplated hereby shall, in and of itself, constitute either Party to this Assignment as the agent, employee or legal representative of the other Party hereto for any purpose whatsoever, except as specifically set forth herein, nor shall either Party to this Assignment hold itself out as such. This Assignment does not create and shall not be deemed to create a relationship of partners, joint venturers, associates or principal and agent between the Parties hereto.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

**Patriot Flooring Supply, Inc.**

By:   
Name: Frank J Kelly  
Title: President

*[Signature Page to Assignment of Trademark]*