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
CarpetsPlus of America, Inc.		09/01/2008	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Alliance Flooring, Inc.
Street Address:	1210 Premier Drive
Internal Address:	Suite 130
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37421
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0852938	CARPETLAND USA
Registration Number:	0972069	CARPETLAND
Registration Number:	0972070	CARPETLAND USA
Registration Number:	1076686	C USA

CORRESPONDENCE DATA

Fax Number: 4049626344

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 404 962-6444

Email: cforlidas@millermartin.com

Correspondent Name: Charles W. Forlidas, Miller & Martin PLL Address Line 1: 1000 Volunteer Bldg., 832 Georgia Ave.

Address Line 2: Attn: Trademark Paralegal

Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER: 94931-0001 TRADEMARK

900268461 REEL: 005128 FRAME: 0155

NAME OF SUBMITTER:	Charles W. Forlidas
Signature:	/Charles W. Forlidas/
Date:	10/09/2013
Total Attachments: 3 source=Alliance Flooring CARPETLAND Trademark Assignment#page1.tif source=Alliance Flooring CARPETLAND Trademark Assignment#page2.tif source=Alliance Flooring CARPETLAND Trademark Assignment#page3.tif	

TRADEMARK REEL: 005128 FRAME: 0156

TRADEMARK ASSIGNMENT

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and corresponding registrations therefore in the United States Patent and Trademark Office shown on the attached Schedule A (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants, and agreements set forth herein, the parties agree as follows:

- 1. <u>Assignment.</u> Assignor irrevocably conveys, transfers, and assigns to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill associated with and symbolized by the Marks, and all of Assignor's right, title, and interest in and to the registrations and applications for registration listed on <u>Schedule A</u>, along with any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of

11341451v1

TRADEMARK
REEL: 005128 FRAME: 0157

any documents, files, registrations, or other similar items, to ensure that the Marks are properly assigned to Assignee, its successors, assigns, and legal representatives.

- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

CARPETSPLUS OF AMERICA, INC.

By:

Name:

Co-Acombaty CCs

ALLIANCE FLOORING, INC.

By: Name:

Title:

a - Dani da F C

2

Schedule A

COUNTRY	MARK	REGISTRATION NO:
United States	CARPETLAND	972,069
United States	CARPETLAND USA	972,070
United States	CARPETLAND USA & Design	852,938
United States	C USA & Design	1,076,686

3

11341451vI

RECORDED: 10/09/2013

TRADEMARK REEL: 005128 FRAME: 0159