

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CMH SPACE FLOORING PRODUCTS, INC. as successor in interest to CMH Flooring Products, Inc. and Space Flooring & Supplies, Inc.		01/17/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	J.J. HAINES & COMPANY, INC.
Street Address:	6950 Aviation Boulevard
City:	Glen Burnie
State/Country:	MARYLAND
Postal Code:	21061
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3702210	CAROLINA MOUNTAIN HOME COLLECTION
Registration Number:	3702179	CAROLINA MOUNTAIN HARDWOODS
Registration Number:	3404584	SPACE FLOORING SUPPLIES & SERVICES
Serial Number:	85409700	ARTISAN COLLECTION BY CAROLINA HOME
Serial Number:	85409680	ARTISAN CERAMICS COLLECTION BY CAROLINA
Serial Number:	85409659	CAROLINA HOME FLOORING FOR YOUR LIFESTYL
Serial Number:	85691180	AVION

**CORRESPONDENCE DATA**

Fax Number: 6785532693  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 678-553-2692

CH \$190.00 3702210

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Correspondent Name: Greenberg Traurig LLP c/o Sheryl Gurvey  
Address Line 1: Terminus 200  
Address Line 2: 3333 Piedmont Road, Suite 2500  
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	083382.016200
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	02/10/2014

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT this (“**Trademark Assignment**”), dated as of January 17, 2014, is made by CMH Space Flooring Products, Inc., a Delaware corporation (“**Seller**”), as successor in interest to (i) CMH Flooring Products, Inc., a North Carolina corporation, and (ii) Space Flooring & Supplies, Inc., a Georgia corporation, in favor of J.J. Haines & Company, Inc., a Maryland corporation (“**Buyer**”).

WHEREAS, Seller, Buyer and the shareholders of Seller are parties to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated January 17, 2014;

WHEREAS, pursuant to the Purchase Agreement, Assignee is the successor to the business and assets of Assignor to which the Assigned Trademarks (as defined below) pertain; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign to the Assignee all of Assignor’s right, title, interest, benefits, privileges and goodwill in and to the Assigned Trademarks (as defined below).

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date

hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

*[Signature page follows]*



## SCHEDULE 1

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademark for CAROLINA MOUNTAIN HOME COLLECTION, United States Patent and Trademark Office registration no. 3,702,210, registration date October 27, 2009, registered owner CMH Flooring Products, Inc.:

CAROLINA MOUNTAIN HOME  
COLLECTION

2. Trademark for CAROLINA MOUNTAIN HARDWOODS, United States Patent and Trademark Office registration no. 3,702,179, registration date October 27, 2009, registered owner CMH Flooring Products, Inc.:

CAROLINA MOUNTAIN HARDWOODS

3. Trademark for SPACE FLOORING SUPPLIES & SERVICES, United States Patent and Trademark Office registration no. 3,404,584, registration date April 1, 2008, registered owner Space Flooring & Supplies, Inc.:



4. Trademark application for ARTISAN COLLECTION BY CAROLINA HOME, United States Patent and Trademark Office serial no. 85409700, filing date August 29, 2011, registered applicant CMH Flooring Products, Inc.:

ARTISAN COLLECTION BY  
CAROLINA HOME

5. Trademark application for ARTISAN CERAMICS COLLECTION BY CAROLINA HOME, United States Patent and Trademark Office serial no. 85409680, filing date August 29, 2011, registered applicant CMH Flooring Products, Inc.:

ARTISAN CERAMICS COLLECTION  
BY CAROLINA HOME

6. Trademark application for CAROLINA HOME FLOORING FOR YOUR LIFESTYLE, United States Patent and Trademark Office serial no. 85409659, filing date August 29, 2011, registered applicant CMH Flooring Products, Inc.:

CAROLINA HOME FLOORING FOR  
YOUR LIFESTYLE

7. Trademark application for AVION, United States Patent and Trademark Office serial no. 85691180, filing date July 31, 2012, registered applicant CMH Flooring Products, Inc.:

AVION