

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carpet Rite, LLC		03/19/2014	LIMITED LIABILITY COMPANY: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rite Way Service, LLC		
<b>Street Address:</b>	5110 Eisenhower Blvd., Suite 250		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33634		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2197705	CARPET RITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125778994		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-902-5200		
<b>Email:</b>	deborah.wing@kattenlaw.com		
<b>Correspondent Name:</b>	Deborah Wing c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	342866-6/RITE WAY		
<b>NAME OF SUBMITTER:</b>	Deborah A. Wing		
<b>SIGNATURE:</b>	/DAW/		
<b>DATE SIGNED:</b>	03/24/2014		
<b>Total Attachments: 3</b>			
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source=Rite Way -- Trademark Assignment (Executed)#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is executed this 19th day of March, 2014, by Carpet Rite, LLC, an Alabama limited liability company (“**Assignor**”), in favor of Rite Way Service, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor owns all the right, title and interest in and to the trademark for which it has obtained registration in the U.S. Patent and Trademark Office identified on Schedule 1 (the “**Trademark and Registration**”), together with the goodwill of the business associated therewith;

WHEREAS, Assignor and Assignee are parties to the that certain Asset Purchase Agreement, dated as of an even date herewith, by and among Assignee, the Assignor and the other parties thereto (the “**Agreement**”); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all right, title and interest in and to the Trademark and Registration, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, on the terms and subject to the conditions set forth in the Agreement, Assignor conveys and assigns to Assignee, free and clear of all liens, claims, mortgages, security interests, encumbrances and pledges, all of its right, title and interest in and to the Trademark and Registration, in the United States and all jurisdictions outside the United States (including all common law rights in and to such Trademark and Registration, the right to apply for trademark registration within or outside the United States based in whole or in part upon the Trademark and Registration, and any priority right that may arise from use of the Trademark and Registration), and all goodwill of the business represented and symbolized thereby, with all rights to sue and recover damages and/or profits for past infringements, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Assignor had this conveyance and assignment not been made.

Assignor further agrees, without further consideration, to promptly cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded in all applicable jurisdictions as the registered owner and proprietor of the rights hereby conveyed.

This Assignment is intended to implement the provisions of the Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered as of the date first written above.

CARPETRITE, LLC

By: \_\_\_\_\_

Name: Anthony Lepore

Title: President of  
Rite Way Service, LLC  
Its: Manager

*[Signature Page to Trademark Assignment]*

**Schedule 1**

**Trademark and Registration**

**U.S. Federal Trademark Registration**

<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Registration Date</b>
Carpet Rite	2197705	75/323079	10/20/1998.  Renewed on 11/07/2007 for 10 year period (10/20/2008- 10/20/2018)