

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FieldTurf USA, Inc.		07/03/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Tarkett Inc.		
Street Address:	1001 Yamaska East		
City:	Farnham		
State/Country:	CANADA		
Postal Code:	J2N1J7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514917	TOURTURF	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Laura M. Franco c/o Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	012821-01042		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	07/10/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into as of July 3, 2014 (the "Effective Date") by and between FieldTurf USA, Inc., a corporation organized and existing under the laws of the State of Florida ("Assignor"), and Tarkett Inc., a corporation organized and existing under the laws of Canada ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the trademark TOURTURF in the United States, including U.S. Trademark Registration No. 3,514,917 (the "Mark"); and

WHEREAS, Assignor desires to transfer, assign and convey all right, title and interest in and to the Mark, together with all goodwill symbolized thereby, and Assignor desires to acquire the Mark.

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

1. Assignor hereby irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by it with all rights to sue and recover damages and/or profits for past infringements.

2. Assignor represents and warrants that: (i) Assignor owns the entire right, title and interest in and to the Mark; (ii) U.S. Registration No. 3,514,917 is currently subsisting; (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity; (iv) there are no liens or security interests against the Mark; (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. At any time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all trademark applications or registrations thereof or therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use, ownership or the validity of the Mark.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

7. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

8. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

The parties execute this Agreement on the date written below.

ASSIGNOR:

FieldTurf USA, Inc.

By: 

Name: ALAIN TANGUAY

Title: CFO & TREASURER

Date: July 3rd, 2014

ASSIGNEE:

Tarkett Inc.

By: 

Name: MARIE FRANCE NANTEL

Title: ASSISTANT SECRETARY

Date: July 3rd, 2014