TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM330234

SUBMISSION TYPE:		NEW ASSIGNMENT
	NATURE OF CONVEYANCE:	ASSIGNMENT OF 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, Suite 130
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37421
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 1

Property Type	Property Type Number Word Mark	
Registration Number:	3582783	C CARPETLAND USA COLORTILE

CORRESPONDENCE DATA

Fax Number: 4237858480

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.

4237858295 Phone:

pliner@millermartin.com Email:

Correspondent Name: Patricia P. Liner Address Line 1: 832 Georgia Avenue

Address Line 2: Suite 1000 Volunteer Building

Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER:	94931-0001
NAME OF SUBMITTER:	Patricia P. Liner
SIGNATURE:	/Patricia P. Liner/
DATE SIGNED:	01/28/2015

Total Attachments: 3

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> **TRADEMARK** REEL: 005447 FRAME: 0948

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TRADEMARK REEL: 005447 FRAME: 0949 TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of September 1, 2008, by

and between CarpetsPlus of America, Inc., a Tennessee corporation (the "Assignor"), and Alliance

Flooring, Inc., a Tennessee corporation having an address of 1210 Premier Drive, Suite 130, Chattanooga,

Tennessee 37421 ("Assignee").

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. Assignment. 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 Schedule A.

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. Recordation and Further Actions. 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

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TRADEMARK REEL: 005447 FRAME: 0950 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. Counterparts. 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. Successors and Assigns. 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.

Title: Co-President & CEO

ALLIANCE FLOORING, INC.

Title: Co-President & CEO

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Schedule A

COUNTRY	MARK	REGISTRATION NO.
United States	C CARPETLAND USA COLORTILE &	3,582,783
	Design	

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RECORDED: 01/28/2015