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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM379239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., Collateral Agent		04/01/2016	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Armstrong Hardwood Flooring Company	
Street Address:	2500 Columbia Avenue	
City:	Lancaster	
State/Country:	PENNSYLVANIA	
Postal Code:	17603	
Entity Type:	Corporation: TENNESSEE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3128857	CAPELLA
Registration Number:	2613437	CAPELLA
Registration Number:	2248734	ROBBINS
Registration Number:	2115966	BRUCE
Registration Number:	1564541	BRUCE
Registration Number:	1287111	BRUCE
Registration Number:	1268826	BRUCE
Registration Number:	1177288	BRUCE
Registration Number:	1015606	BRUCE
Registration Number:	0266804	BRUCE

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 202-739-3000

Email:jennifer.evans@morganlewis.comCorrespondent Name:Morgan, Lewis & Bockius LLPAddress Line 1:1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

TRADEMARK REEL: 005764 FRAME: 0712

NAME OF SUBMITTER: Jer	
INAME OF SUBMITTER:	nnifer C. Evans
SIGNATURE: /jce) /
DATE SIGNED: 04/	/04/2016

Total Attachments: 3

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TRADEMARK REEL: 005764 FRAME: 0713

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 1, 2016 ("<u>Release</u>"), is made by Bank of America, N.A., as Collateral Agent ("<u>Collateral Agent</u>") in favor of Armstrong Hardwood Flooring Company, a Tennessee corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of March 15, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Collateral Agent, each Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Grantor, executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of October 2, 2006 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on November 6, 2006 at Reel 3422 Frame 0564.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.
- **SECTION 4**. <u>Acknowledgement</u>. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security Agreement in Trademarks, Trademark Licenses, and Proceeds of the foregoing not owned by Grantor.

TRADEMARK
REEL: 005764 FRAME: 0714

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: Kimberly W. Stillian:
Name: Kimberly D. Williams
Title: Vice President

Schedule A

Armstrong Hardwood Flooring Company (Tennessee Corporation)

U.S. Trademarks Subject to Security Interest Granted by Armstrong Hardwood Flooring Company In Favor of Bank of America, N.A., as Collateral Agent Recorded November 6, 2006 at Reel 3422 Frame 0564

Registered Marks

Mark	Reg. No.	Reg. Date
CAPELLA	3128857	08/15/06
CAPELLA and Design	2613437	08/27/02
ROBBINS	2248734	06/01/99
BRUCE	2115966	11/25/97
BRUCE	1564541	11/07/89
BRUCE	1287111	07/24/84
BRUCE	1268826	03/06/84
BRUCE	1177288	11/10/81
BRUCE	1015606	07/15/75
BRUCE	0266804	02/04/30

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RECORDED: 04/04/2016

TRADEMARK REEL: 005764 FRAME: 0716