

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392341

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Mohawk Carpet Distribution, Inc.		07/30/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mohawk Carpet LLC		
<b>Street Address:</b>	160 South Industrial Blvd.		
<b>City:</b>	Calhoun		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86384920	NORTHLAND	
<b>Serial Number:</b>	86492196	CONTINUUM	
<b>Serial Number:</b>	86393025	SIMPLESSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7064222049		
<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>			
<b>Phone:</b>	706-422-2043		
<b>Email:</b>	misty_young@mohawkind.com		
<b>Correspondent Name:</b>	Misty Young		
<b>Address Line 1:</b>	235 Industrial Blvd.		
<b>Address Line 4:</b>	Chatsworth, GEORGIA 30705		
<b>NAME OF SUBMITTER:</b>	Joe Foye		
<b>SIGNATURE:</b>	/Joe Foye/		
<b>DATE SIGNED:</b>	07/22/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

Mohawk Carpet Distribution, Inc, a corporation of the State of Delaware, with its principal place of business at 160 South Industrial Blvd. Calhoun, Georgia (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Mohawk Carpet LLC, a Limited Liability Company of the State of Delaware, with its principal place of business at 160 South Industrial Blvd. Calhoun, Georgia (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE'S name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part

shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.S.T.), July 30, 2015.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.S.T.), July 30, 2015.

**MOHAWK CARPET DISTRIBUTION, INC.**

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

Name: Joseph W. Foye

Title: Vice President

STATE OF GEORGIA

§

COUNTY OF Dawson

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On this 30<sup>th</sup> day of July, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph W. Foye, known by me to be the person of the above name and an officer of **Mohawk Carpet Distribution, Inc.**, duly authorized to execute this Trademark Assignment on behalf of **Mohawk Carpet Distribution, Inc.**, who signed and executed the foregoing instrument on behalf of **Mohawk Carpet Distribution, Inc.**

Christi R. Scarbro

Notary Public

My Commission Expires: \_\_\_\_\_



**Mohawk Carpet LLC**

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

Name: Joseph W. Foye

Title: Vice President

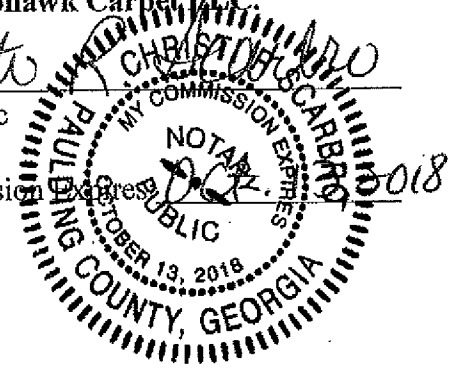
STATE OF GEORGIA §

COUNTY OF Paulding §

On this 30<sup>th</sup> day of July, 2015 before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph W. Foye, known by me to be the person of the above name and an officer of **Mohawk Carpet LLC** duly authorized to execute this Trademark Assignment on behalf of **Mohawk Carpet LLC** who signed and executed the foregoing instrument on behalf of **Mohawk Carpet LLC**.

Christina  
Notary Public

My Commission Expires \_\_\_\_\_



Schedule A

Marks

<u>Name</u>	<u>App. #</u>	<u>Reg. #</u>
Continuum	86492196	4925149
Northland	86384920	4923653
Simplese	86393025	4860751