

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tarkett Inc.		09/27/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Tarkett GDL S.A.		
Street Address:	2, Op der Sang		
City:	Lentzweiler		
State/Country:	LUXEMBOURG		
Postal Code:	L 9779		
Entity Type:	Société Anonyme (Sa): LUXEMBOURG		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3200492	TARKETT	
Registration Number:	3161710	TARKETT	
Registration Number:	1548823	TARKETT	
Registration Number:	1548822	TARKETT	
Registration Number:	1513707	TARKETT	
Registration Number:	1242857	TARKETT	
Registration Number:	0850499	TARKETT	
CORRESPONDENCE DATA			
Fax Number:	2169162427		
<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:	216-781-1212		
Email:	ipdocket@walterhav.com		
Correspondent Name:	D. PETER HOCHBERG; Sean F. Mellino		
Address Line 1:	THE TOWER AT ERIEVIEW		
Address Line 2:	1301 EAST 9TH STREET SUITE 3500		
Address Line 4:	CLEVELAND, OHIO 44114-1821		
ATTORNEY DOCKET NUMBER:	70140-00000-904		
DOMESTIC REPRESENTATIVE			

OP \$190.00 3200492

Name:	D. Peter Hochberg
Address Line 1:	The Tower at Erieview
Address Line 2:	1301 East 9th Street, Ste 3500
Address Line 4:	Cleveland, OHIO 44114-1821
NAME OF SUBMITTER:	sean f. mellino
SIGNATURE:	/sean f. mellino/
DATE SIGNED:	12/23/2016
Total Attachments: 6 source=0725_001#page1.tif source=0725_001#page2.tif source=0725_001#page3.tif source=0725_001#page4.tif source=0725_001#page5.tif source=0725_001#page6.tif	

ASSIGNMENT OF IP RIGHTS

This ASSIGNMENT OF IP RIGHTS AGREEMENT (the "Agreement") is effective as of September 27th, 2016 (the "Effective Date") by and between :

TARKETT INC., a Canadian corporation having its registered office at 1001 Yamaska Street East, Farnham, QC, J2N 1J7, Canada (the "Assignor")

and

TARKETT GDL S.A., incorporated and registered under the laws of Luxembourg under the number section B n° 92165 (Diekirch), having its registered offices at 2, Op der Sang L 9779 Lentzweiler, Luxembourg (the "Assignee").

Individually referred to as the "Party" and jointly referred to as the "Parties",

WITNESSETH:

WHEREAS, Assignor and Assignee are corporate entities affiliated to the Tarkett Group. The Tarkett Group is a worldwide provider of integrated innovative and sustainable flooring and sports surfaces solutions, covering sourcing, manufacturing and marketing activities. Over the years, the Tarkett Group has developed an intellectual property rights portfolio in the field of flooring surfaces solutions, on both home and professional markets.

WHEREAS, the historical evolution of the Tarkett Group has reached a point where trademarks and patents are owned by many entities. These entities are often no longer the central decision points of the Tarkett Group in terms of Research & Innovation, product development and marketing development. Therefore, the Parties consider that it is necessary to concentrate the trademarks and patents within one central entity that has holding function, operational and decision-making functions to support the business strategy of the Tarkett Group.

WHEREAS, it is in the best interest of the Tarkett Group that all of the Assignor's right, title and interest in and to all the Assignor's trademarks, logos, patents together with all translations, adaptations, derivations combinations and extensions thereof, and all applications, registrations, and renewals in connection therewith that are related to Tarkett and that are listed in Schedule A (Trademarks) and Schedule B (Patents) (collectively, the "IP Rights"), be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of the IP Rights

1.1 Assignment: The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to any and all of the Assignor's IP Rights that are listed on Schedules A and B hereto, together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages, if any, by reason of past infringement thereof, whether arising prior to or subsequent to the Effective Date with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made.

1.2 Further Assurances:

(a) Assignor authorizes the Trademark and Patent Offices from the countries listed in Schedules A and B hereto to record the transfer of the registrations and/or applications for registration set forth in such Schedules A and B to Assignee as Assignee of Assignor's right, title and interest in and to any and all of the Assignor's IP Rights that are listed on Schedules A and B.

(b) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer trademark and patent registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights.

(c) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes listed in Sections 1.2 (a), the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

2. Purchase Price

In consideration of the assignment of IP Rights set forth in Article 1, and subject to the terms and conditions of this Agreement, Assignee shall pay to Assignor a total amount of [REDACTED] (the "Purchase Price"), the receipt and sufficiency of which are hereby irrevocably acknowledged.

Assignee undertakes to pay all fees, taxes and other expenses related to the conclusion, registration and execution of this Agreement.

The payments have to be made without any deduction in Canadian Dollars. The exchange rate shall be determined by the group Tarkett at the date of assignment.

3. Authority; Non-contravention; Representations and Warranties:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of Canada.

3.2 Assignor has all requisite power and authority to execute and deliver this Agreement and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement and all related transactions and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action on the part of Assignor, and this Agreement has been duly executed and delivered by Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

3.3 Assignor represents and warrants to Assignee that:

- (a) The IP Rights are free of any liens, security interests, encumbrances;
- (b) To its knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the IP Rights;
- (c) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- (d) Assignor undertakes not to do or permit to be done any act which may jeopardise or invalidate any registration of either the right or title of the Assignee to the IP Rights nor apply to vary or cancel its registered user ship of the IP Rights, nor commit any act which might support an application to remove one or several of the IP Rights from the trademark and patent register;
- (e) Assignor shall, upon request, give to Assignee any information as to its past use of the IP Rights which Assignee may require and shall otherwise render any assistance reasonably required by Assignee in recording the change of the owner of the IP Rights.

3.4 Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated by this Agreement by Assignor, shall (a) violate any law as to which Assignor is subject, (b) violate any provision of the fundamental documents - being the organization documents and the bylaws- of Assignor, (c) conflict with, result in a breach of, constitute a default (or an event which with notice, lapse of time or both would constitute a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any of the contracts or intellectual property or any contract, agreement, instrument, lease, license, permit, order, decree, authorization or other document to which Assignor is a party or by which any of its assets is bound.

4. Confidentiality of Information

Each Party shall treat all material related to this Agreement as confidential information and shall maintain such information and material in strict confidence. Each Party is further required to take all necessary precautions to ensure that such material shall not be disclosed to any third party. This

article shall apply to all officers, directors, employees and other personnel or third parties acting on behalf of any of the Parties.

5. Miscellaneous:

5.1 Amendment: No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

5.2 Successors and Assigns: This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by the Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to Tarkett manufacturing operations in Canada.

5.3 Governing Law: This Agreement shall be governed by and construed in accordance with Luxembourgian law, without regard to any conflict of law principles leading to the application of the laws of any other jurisdiction. Unless the Parties agree on an amicable settlement, any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled before the courts of Luxembourg.

5.4 Counterparts: This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed by their duly authorized representatives to be effective as of the Effective Date.

TARKETT INC., a Canadian corporation

By: 

Name: Glen Morrison

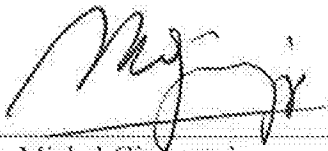
Title: President and CEO, NA



TRADEMARK

REEL: 005951 FRAME: 0319

TARKETT GDL SA, a Luxembourg corporation

By: 
Name: Michel Giannuzzi
Title: President

By: 
Name: Fabrice Barthélemy
Title: Director

TARKETT CDL S.A.
Z.I. Eselborn-Lentzweiler
2, Op der Sang
L-9779 LENTZWEILER

EXHIBIT A
THE TRADEMARKS

NB	COUNTRY	WORD MARK	SERIAL NUMBER	REG. NUMBER	STATUS
1	US	TARKETT	78589572	3200492	Registered
2	US	TARKETT	78589490	3161710	Registered
3	US	TARKETT	73753896	1548823	Registered
4	US	TARKETT	73753895	1548822	Registered
5	US	TARKETT	73717601	1513707	Registered
6	US	TARKETT	73359542	1242857	Registered
7	US	TARKETT	72259749	850499	Registered
8	Canada	TARKETT	0328440	LMC175928	Enregistrée
9	Canada	TARKETT	1239847	LMC682353	Enregistrée
10	Canada	TARKETT	0301679	LMC152604	Enregistrée
11	Canada	TARKETT ET DESSIN	1250991	LMC679963	Enregistrée