

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410116

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 USA Inc.		
Street Address:	30000 Aurora Road		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	1540644	ACOUSTIFLOR	
Registration Number:	2770791	AMBIANCE	
Registration Number:	0715352	ANTIQUA	
Serial Number:	85774596	ASPIRE	
Registration Number:	1995609	AZROCK	
Registration Number:	2313535	COLORWORKS	
Registration Number:	2080175	COMFORTSTYLE	
Registration Number:	2822840	CORTINA	
Registration Number:	2906880	CORTINA GRANDE	
Registration Number:	1631701	CUSTOMFLOR	
Registration Number:	3681696		
Registration Number:	3667979		
Registration Number:	3665276		
Registration Number:	3665275		
Registration Number:	1750904	DOMCO	
Registration Number:	2525605	DORCHESTER PLANK	
Registration Number:	2485711	ELEMENTS	
Registration Number:	1350796	ELITE	
Registration Number:	1832810	EMINENT	

OP \$1315.00 1540644

Property Type	Number	Word Mark
Registration Number:	3449395	EXPRESSIONS
Registration Number:	3057326	FIBERFLOOR
Registration Number:	4392747	FREESPAN
Registration Number:	3467038	GEMSTONE
Registration Number:	2753140	GROUTFIT
Registration Number:	3310717	IQ
Registration Number:	4290052	ISELECT
Registration Number:	1473320	LIFETIME
Registration Number:	1961645	NAFCO
Registration Number:	2579340	NATURE'S TOUCH
Registration Number:	3560720	NEW FRONTIERS
Registration Number:	3028596	OCCASIONS
Registration Number:	1452302	OPTIMA
Registration Number:	3748413	PERFORMA
Registration Number:	2763904	PERMASTONE
Registration Number:	1541694	PREFERENCE
Registration Number:	1889971	QUIET-COR
Registration Number:	0702787	RUSTIC
Registration Number:	1949138	SANDRAN
Registration Number:	2586857	SATIN SEAL
Registration Number:	3089609	SOLUTIONS
Registration Number:	2721478	SURESHINE
Serial Number:	86300940	SUSTAINABILITY TARKETT GOOD MATERIALS RE
Serial Number:	86590446	TARKETT FLOOR IN MOTION
Registration Number:	3647548	TECHNICORE
Registration Number:	0927192	THRU CHIP
Registration Number:	3349873	T-LOCK TARKETT
Registration Number:	4265121	TRANSCEND
Registration Number:	2773529	TRENDS
Registration Number:	1986025	ULTRA CLEAN
Registration Number:	4633713	VALUEPRO
Registration Number:	3227264	VET VINYL ENHANCED TILE
Registration Number:	1598731	VISTA

CORRESPONDENCE DATA

Fax Number: 2169162427

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: (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

NAME OF SUBMITTER: sean f. mellino

SIGNATURE: /sean f. mellino/

DATE SIGNED: 12/23/2016

Total Attachments: 10

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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 USA INC., incorporated and registered under the laws of Delaware (US), having its registered offices at 30000 Aurora Road, Solon Ohio 44139, United States of America (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.

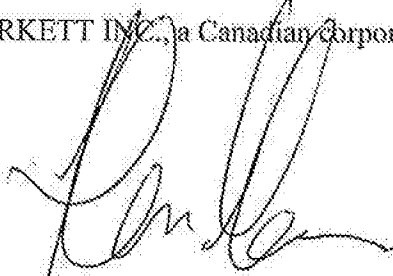
5.2 Successors and Assigns: This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale 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 laws from Ohio, 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 Columbus.

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

TARKETT USA, INC., a US corporation

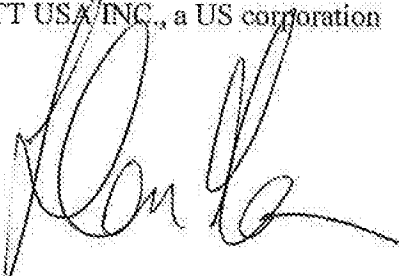
By: 
Name: Glen Morrison
Title: President and CEO, NA

EXHIBIT A
THE TRADEMARKS

NB	COUNTRY	WORD MARK	SERIAL NUMBER	REG. NUMBER	STATUS
1	US	ACOUSTIFLOR	73764298	1540644	Registered
2	US	AMBIANCE	76314775	2770791	Registered
3	US	ANTIQUA	72104952	715352	Registered
4	US	ASPIRE	85774596		Filed
5	US	AZROCK	74729407	1995609	Registered
6	US	COLORWORKS	75536245	2313535	Registered
7	US	COMFORTSTYLE	75034272	2080175	Registered
8	US	CORTINA	76510245	2822840	Registered
9	US	CORTINA GRANDE	76171719	2906880	Registered
10	US	CUSTOMFLOR	73776675	1631701	Registered
11	US	Design	77550684	3681696	Registered
12	US	Design	77551175	3667979	Registered
13	US	Design	77550605	3665276	Registered
14	US	Design	77550563	3665275	Registered
15	US	DOMCO	74018789	1750904	Registered
16	US	DORCHESTER PLANK	75634581	2525605	Registered
17	US	ELEMENTS	75634578	2485711	Registered
18	US	ELITE	73467789	1350796	Registered
19	US	EMINENT	74420420	1832810	Registered
20	US	EXPRESSIONS	78482268	3449395	Registered
21	US	FIBERFLOOR	78469547	3057326	Registered
22	US	FREESPAN	85272237	4392747	Registered
23	US	GEMSTONE	77333949	3467038	Registered
24	US	GROUTFIT	78165045	2753140	Registered
25	US	IQ	77049974	3310717	Registered
26	US	ISELECT	85487217	4290052	Registered
27	US	LIFETIME	73616196	1473320	Registered
28	US	NAFCO	74604004	1961645	Registered
29	US	NATURE'S TOUCH	75751027	2579340	Registered
30	US	NEW FRONTIERS	77488344	3560720	Registered
31	US	OCCASIONS	78507219	3028596	Registered
32	US	OPTIMA	73642124	1452302	Registered
33	US	PERFORMA	77644939	3748413	Registered
34	US	PERMASTONE	76453906	2763904	Registered
35	US	PREFERENCE	73764297	1541694	Registered
36	US	QUIET-COR	74422009	1889971	Registered

37	US	RUSTIC	72083092	702787	Registered
38	US	SANDRAN	74643242	1949138	Registered
39	US	SATIN SEAL	76171720	2586857	Registered
40	US	SOLUTIONS	78507415	3089609	Registered
41	US	SURESHINE	78139526	2721478	Registered
42	US	SUSTAINABILITY TARKETT GOOD MATERIALS RESOURCE STEWARDSHIP PEOPLE FRIENDLY SPACES REUSE AND RECYCLE	86300940		Filed
43	US	TARKETT FLOOR IN MOTION	86590446		Filed
44	US	TECHNICORE	77659312	3647548	Registered
45	US	THRU CHIP	72380646	927192	Registered
46	US	T-LOCK TARKETT	78778444	3349873	Registered
47	US	TRANSCEND	85272214	4265121	Registered
48	US	TRENDS	78082164	2773529	Registered
49	US	ULTRA CLEAN	74479096	1986025	Registered
50	US	VALUEPRO	86044139	4633713	Registered
51	US	VET VINYL ENHANCED TILE	78814429	3227264	Registered
52	US	VISTA	73764389	1598731	Registered
53	Canada	ACTIONFLOR	0576104	LMC335016	Enregistrée
54	Canada	AFFINITY	0647218	LMC379374	Enregistrée
55	Canada	AMERICORE	1407597	LMC750881	Enregistrée
56	Canada	ANTIQUE PLANK	1044149	LMC551498	Enregistrée
57	Canada	AQUAFLOR	0513131	LMC296946	Enregistrée
58	Canada	AQUAGUARD	0272628	LMC133287	Enregistrée
59	Canada	AUTHENTIC VIEW	1386705	LMC742468	Enregistrée
60	Canada	BETTER HOME	1408020	LMC828687	Enregistrée
61	Canada	BRECCIA CARSICA	1012324	LMC540614	Enregistrée
62	Canada	BUILDER'S CHOICE	1246769	LMC704833	Enregistrée
63	Canada	CERAMIGUARD	1097360	LMC576216	Enregistrée
64	Canada	CERAMICORE	1097359	LMC575224	Enregistrée
65	Canada	CLAY STONE	1044146	LMC565571	Enregistrée
66	Canada	COMFORT ZONE	0655835	LMC388378	Enregistrée
67	Canada	CONTEMPO	1386704	LMC750904	Enregistrée
68	Canada	CORNERSTONE	1060440	LMC575243	Enregistrée
69	Canada	CRACKLED PORCELAIN	1044147	LMC565572	Enregistrée
70	Canada	DIGNITY	1100793	LMC574427	Enregistrée
71	Canada	ELOQUENCE	1051107	LMC577274	Enregistrée
72	Canada	ENDURE	1374623	LMC767908	Enregistrée
73	Canada	FARNHAM MILLS	0792671	LMC461105	Enregistrée
74	Canada	FREESPAN	1520069	LMC874610	Enregistrée

75	Canada	GEMGLAZE	0613536	LMC363796	Enregistrée
76	Canada	GOOD HOME	1420676	LMC757816	Enregistrée
77	Canada	IMPULSE	0706850	LMC418672	Enregistrée
78	Canada	INFLUENCE	0694787	LMC409832	Enregistrée
79	Canada	INTERSPEC	0850440	LMC540143	Enregistrée
80	Canada	INVITATION	0512056	LMC304287	Enregistrée
81	Canada	KARAMIK DESIGN	0344907	LMC184929	Enregistrée
82	Canada	LIFEGARD	1102407	LMC581495	Enregistrée
83	Canada	LIFETIME	1374622	LMC738803	Enregistrée
84	Canada	LOVE THE DAY-TO-DAY	1407598	LMC750882	Enregistrée
85	Canada	MADAGASCAR	1279768	LMC673571	Enregistrée
86	Canada	MARBOLEUM	0992655	TERRE- NEUVE002655	Enregistrée
87	Canada	NATURAL WONDERS	1180522	LMC623722	Enregistrée
88	Canada	NOBLEWOOD PLANK	0832536	LMC532387	Enregistrée
89	Canada	NOVANA STONE	1012323	LMC540990	Enregistrée
90	Canada	NOBLESSE	1051106	LMC577272	Enregistrée
91	Canada	ONE 2 & DESIGN	0323413	LMC169192	Enregistrée
92	Canada	PLANTATION WOOD	1070012	LMC570481	Enregistrée
93	Canada	PRIMO PLUS	1154798	LMC601849	Enregistrée
94	Canada	REXOLEUM	0992656	TERRE- NEUVE002656	Enregistrée
95	Canada	SANI-SAFE	0655829	LMC401035	Enregistrée
96	Canada	SAVOUREZ LE QUOTIDIEN	1407563	LMC757805	Enregistrée
97	Canada	SERIES 8000	0744881	LMC441549	Enregistrée
98	Canada	SIMPLY DIFFERENT	0867397	LMC534038	Enregistrée
99	Canada	STAND ON EXCELLENCE	1189167	LMC620862	Enregistrée
100	Canada	STONWORKS	1078036	LMC570419	Enregistrée
101	Canada	STRIPWOOD	1142288	LMC592185	Enregistrée
102	Canada	SUPERVEIN	0993238	TERRE- NEUVE003238	Enregistrée
103	Canada	TECHNICORE	1426072	LMC760835	Enregistrée
104	Canada	TOWN AND COUNTRY	1230736	LMC648500	Enregistrée
105	Canada	TRENDS	1110416	LMC580618	Enregistrée
106	Canada	TROPICAL	1261095	LMC669373	Enregistrée
107	Canada	TRUTEX	1124992	LMC583800	Enregistrée
108	Canada	VET DESSIN	1250776	LMC660568	Enregistrée
109	Canada	AZROCK	0490351	LMC282947	Enregistrée
110	Canada	AMBIANCE	1100794	LMC574883	Enregistrée
111	Canada	COLORWORKS	078794	LMC498541	Enregistrée
112	Canada	COMFORTSTYLE	1363848	LMC733945	Enregistrée
113	Canada	CORTINA	1075233	LMC574646	Enregistrée

114	Canada	CORTINA GRANDE	1079406	LMC590171	Enregistrée
115	Canada	CUSTOMFLOR	0620777	LMC364997	Enregistrée
116	Canada	DOMCO	0697928	LMC406995	Enregistrée
117	Canada	DOMCO & DESSIN	1201423	LMC636716	Enregistrée
118	Canada	DOMCO & DESIGN	0697959	LMC417022	Enregistrée
119	Canada	DORCHESTER PLANK	0899137	LMC541189	Enregistrée
120	Canada	ELEMENTS	0899136	LMC533319	Enregistrée
121	Canada	ELITE	1230162	LMC747989	Enregistrée
122	Canada	EXPRESSIONS	1229393	LMC769971	Enregistrée
123	Canada	FIBERFLOOR	1224535	LMC701261	Enregistrée
124	Canada	GEMSTONE	1372781	LMC768027	Enregistrée
125	Canada	GROUTFIT	1144487	LMC592741	Enregistrée
126	Canada	HIVE Design	1407762	LMC760838	Enregistrée
127	Canada	IQ	1317264	LMC706251	Enregistrée
128	Canada	IQ Design	1318159	LMC706304	Enregistrée
129	Canada	ISELECT	1554971	LMC841303	Enregistrée
130	Canada	NAFCO	0767658	LMC455970	Enregistrée
131	Canada	NEW FRONTIERS	1397693	LMC747791	Enregistrée
132	Canada	NODE & DESIGN	1407766	LMC760844	Enregistrée
133	Canada	OCCASIONS	1232986	LMC653340	Enregistrée
134	Canada	PERFORMA	1051105	LMC577279	Enregistrée
135	Canada	PERFORMA	1423794	LMC760841	Enregistrée
136	Canada	PERMASTONE	1152568	LMC602131	Enregistrée
137	Canada	QUIET-COR	1127203	LMC582929	Enregistrée
138	Canada	SATIN SEAL	1075231	LMC565369	Enregistrée
139	Canada	SOLUTIONS	1232971	LMC645526	Enregistrée
140	Canada	SURESHINE	1146011	LMC610894	Enregistrée
141	Canada	SUSTAINABILITY & Design	1618089	LMC912624	Enregistrée
142	Canada	TARKETT FLOORINMOTION (et dessin)	1722730		A fait l'objet d'une recherche
143	Canada	THE ULTIMATE FLOORING EXPERIENCE	1738110		A fait l'objet d'une recherche
144	Canada	TIDE & DESIGN	1407770	LMC761379	Enregistrée
145	Canada	T-LOCK	1284063	LMC704618	Enregistrée
146	Canada	T-LOCK ET DESSIN	1284195	LMC742875	Enregistrée
147	Canada	TRANSCEND	1520071	LMC847940	Enregistrée
148	Canada	TRI & Design	1407765	LMC761208	Enregistrée
149	Canada	UNE EXPERIENCE UNIQUE DU REVETEMENT DE SOL	1741752		A fait l'objet d'une recherche
150	Canada	VALUEPRO	1640413		Admise
151	Canada	VINYL ENHANCED TILE VET	1289914	LMC685816	Enregistrée
152	Canada	VISTA	0622220	LMC365019	Enregistrée
153	Canada	ESCAPADE	1397692	LMC747793	Enregistrée

154	Canada	SURE SHINE	0673991	LMC403912	Enregistrée
155	Canada	TRITONITE	1070682	LMC563449	Enregistrée
156	Mexico	AZROCK	108649	409808	Registered
157	Mexico	DOMCO	134125	415773	Registered
158	Mexico	NAFCO	218406	516097	Registered

EXHIBIT B
THE PATENTS

No patent.