

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441915

<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>
Berkshire Flooring, Inc.		08/09/2017	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apache Mills, Inc.		
<b>Street Address:</b>	197 Royal drive		
<b>City:</b>	Calhoun		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30701		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4268169	SIMPLY SEAMLESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7702346779		
<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>	4703957842		
<b>Email:</b>	ess@mselegal.com		
<b>Correspondent Name:</b>	Edwin Schwartz, Sweetnam & Schwartz, LLC		
<b>Address Line 1:</b>	1200 ashwood parkway, suite 190		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30338		
<b>NAME OF SUBMITTER:</b>	Edwin Schwartz		
<b>SIGNATURE:</b>	/edwinschwartz/		
<b>DATE SIGNED:</b>	09/05/2017		
<b>Total Attachments: 5</b>			
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OP \$40.00 4268169

**SCHEDULE D**

**INTELLECTUAL PROPERTY ASSIGNMENT**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial Number..... 62/341,441  
Filing Date ..... May 25, 2016  
Inventorship ..... DE JONGE, Duane, et al.  
Applicant..... Berkshire Flooring, Inc.  
Title ..... Seamless Cut Pile Carpet Tile

Serial Number..... 15/604,143  
Filing Date ..... May 24, 2017  
Inventorship ..... DE JONGE, Duane, et al.  
Applicant..... Berkshire Flooring, Inc.  
Attorney's Docket No. .... 495002USP  
Title ..... Process for Cut Pile Carpet Tiles with Seamless Appearance

Serial Number..... PCT/US17/34397  
Filing Date ..... May 24, 2017  
Inventorship ..... DE JONGE, Duane, et al.  
Applicant..... Berkshire Flooring, Inc.  
Attorney's Docket No. .... 495002USP  
Title ..... Process for Cut Pile Carpet Tiles with Seamless Appearance

Serial Number..... 85626622  
Filing Date ..... May 16, 2012  
Applicant..... DE JONGE, Duane  
Assigned To..... Berkshire Flooring, Inc.  
Title ..... Simply Seamless

INTELLECTUAL PROPERTY ASSIGNMENT

PARTIES TO THE ASSIGNMENT

Assignor:

Berkshire Flooring, Inc.  
2908 Cleveland Highway  
Dalton, Georgia 30721

Assignee:

Apache Mills, Inc.  
197 Royal Drive  
Calhoun, Georgia 30701

AND, Assignor has sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto said Assignee, its successors or assigns, the entire right, title, and interest in and to any other intellectual property, including any and all such intellectual property identified in the Asset Purchase Agreement;

AND, Assignor has sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto said Assignee, its successors or assigns, the entire right, title, and interest in and to any and all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the intellectual property, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of intellectual property rights;

AND, for the consideration aforesaid, Assignor does hereby agree that Assignor and its executors and legal representatives will make, execute, and deliver any and all other instruments and documents in writing including any and all further applications papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said inventions and improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable to more effectually secure and vest in said Assignee, its successors or assignees the entire right, title and interest in and to the improvements, inventions, applications, letters patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be;

AND, Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the above-referenced application for Letters Patent once known;

AND, Assignor agrees that this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia;

AND, furthermore, Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor and that full right to convey the same as herein expressed is possessed by the Assignor.

WHEREAS, Assignor (listed above) is inventor of certain new and useful inventions and improvements claimed and described in the applications for Letters Patent of the United States referenced above;

WHEREAS, Assignor is owner of certain Trademarks and associated goodwill in the United States referenced above;

WHEREAS, Assignor owns certain confidential information, trade secrets, copyright and other intangible property for use in its business;

AND WHEREAS, Assignee, having an office and place of business indicated above, is desirous of acquiring the entire right, title and interest in and to said inventions and improvements and in and to the applications, and in and to any letters patent to be obtained therefrom, and to the trademark, associated goodwill, copyright and any and all other intellectual property rights of Assignor, as specified in the Asset Purchase Agreement executed by Assignor and Assignee contemporaneously herewith and which is incorporated herein by reference.

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto said Assignee, its successors or assigns, the entire right, title, and interest in and to said inventions and improvements, said applications, and any and all letters patent which may be granted for said inventions and improvements and trademark and associated goodwill in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of Assignee and to claim priority rights deriving from said United States applications to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said inventions and improvements, applications and all letters patent on said inventions and improvements to be held and enjoyed by Assignee and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, transfer and sale not been made. Assignor hereby authorizes and requests the Commissioner of Patents and officials of other relevant jurisdictions outside the United States to record the assignments herein and to issue all letters patent on said inventions to Assignee;

IN WITNESS WHEREOF, under penalty of perjury that the foregoing is true and correct, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the date below.

**ASSIGNOR:**

8/9/2017  
Date

Tanner DeJonge  
Tanner DeJonge  
Chief Executive Officer  
Berkshire Flooring, Inc.

**ASSIGNEE:**

8/9/2017  
Date

Arthur Wildstein  
Arthur Wildstein  
Chief Executive Officer  
Apache Mills, Inc.

State of Georgia

County of Gordon

On this 9<sup>th</sup> day of August, 2017, before me, a Notary Public, came Tanner DeJonge who is known to me and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

Jan P Edwards  
Notary Public  
My Commission Expires: April 4, 2021

State of Georgia

County of Gordon

On this 9<sup>th</sup> day of August, 2017, before me, a Notary Public, came Arthur Wildstein who is known to me and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

Jan P Edwards  
Notary Public  
My Commission Expires: April 4, 2021

**TRADEMARK**