

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haworth, Inc.		02/15/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Global Integrated Flooring Solutions Inc.		
Street Address:	3175 Airway Drive		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4V 1C2		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1877638	TEC CRETE	
Registration Number:	3376561	TECBASE	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<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:	312.368.4000		
Email:	elizabeth.nolan@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	PO Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Elizabeth A. Nolan		
SIGNATURE:	/Elizabeth A. Nolan/		
DATE SIGNED:	02/20/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 15, 2018, by Haworth, Inc. a Michigan corporation ("Assignor"), in favor of Global Integrated Flooring Solutions Inc., a Delaware corporation ("Assignee").

Pursuant to that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), Assignor has assigned to Assignee, among other assets, the trademarks and trademark registrations set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

Haworth Inc.

By: 

Name: FRANCO BIANCHI

Its: President & CEO

AGREED TO AND ACCEPTED:

Assignee:

Global Integrated Flooring Solutions Inc.

By: _____

Name: Darryl Rosser

Its: Executive Chairman

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

Haworth Inc.

By: _____

Name:

Its:

AGREED TO AND ACCEPTED:

Assignee:

Global Integrated Flooring Solutions Inc.

By:  _____

Name: Darryl Rosser

Its: Executive Chairman

[Signature Page to Trademark Assignment]

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Mark	Country	Status	Application No.	Application Date	Registration No	Registration Date
TEC CRETE	United States of America 19	Registered	74306055	Aug-18-1992	1877638	Feb-7-1995
		Access flooring panels made of concrete.				
TECBASE	United States of America 6	Registered	78878931	May-8-2006	3376561	Jan-29-2008
		Raised access floor system, comprised primarily of metal floor supports and component parts thereof, and floor panels comprised primarily of metal.				

{3400670; 1; 06015-064}