

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Congoleum Corporation		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DELAWARE TRUST COMPANY as trustee and collateral agent		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 77			
Property Type	Number	Word Mark	
Serial Number:	86390423	TIMELESS BY CONGOLEUM	
Serial Number:	86390437	ARMORCORE	
Serial Number:	85933906	ZON	
Serial Number:	86249959	IMPACT	
Serial Number:	73786062	SCUFF-TUFF	
Serial Number:	85806239	STRUCTURE	
Serial Number:	85882319	DURACERAMIC DIMENSIONS	
Serial Number:	87471574	TENET	
Serial Number:	87471528	CLEO	
Serial Number:	87471589	STUDIO C	
Serial Number:	72335312	ZIP-STIK	
Serial Number:	74011199	MICRO-GROUND	
Serial Number:	73014218	LEGACY	
Serial Number:	72251387	REFLECTION	
Serial Number:	71521568	FLOR-EVER	
Serial Number:	72145056	WHITE SHIELD	
Serial Number:	74644020	ULTRAGARD	
Serial Number:	74645242	FIVE-STAR	
Serial Number:	74172230	DIAMONDFLOR	

CH \$1940.00 86390423

Property Type	Number	Word Mark
Serial Number:	74315643	SENSATION
Serial Number:	74011198	DURAGUARD
Serial Number:	75019087	SELECTIONS
Serial Number:	74441044	CHOICES
Serial Number:	74441048	ALTERNATIVES
Serial Number:	74441043	SPECIAL EFFECTS
Serial Number:	74491851	CAREFREE
Serial Number:	74078649	BAC STOP
Serial Number:	74207108	ENDURANCE
Serial Number:	73242226	BRIGHT 'N EASY
Serial Number:	72247780	PROFILE
Serial Number:	73377081	CONGOLEUM
Serial Number:	73654002	FORUM
Serial Number:	73124289	CHROMABOND
Serial Number:	73127182	CONGOLEUM
Serial Number:	73138767	CONGOLEUM
Serial Number:	73138772	CONGOLEUM
Serial Number:	73138771	CONGOLEUM
Serial Number:	73138768	CONGOLEUM
Serial Number:	75741693	
Serial Number:	71046706	CONGOLEUM
Serial Number:	73296474	BRIGHT 'N EASY
Serial Number:	73126092	SPACESAVER
Serial Number:	73147617	PRESTIGE
Serial Number:	73126093	CONGOLEUM
Serial Number:	76133133	WINNERS CIRCLE
Serial Number:	76137089	CONCEPT
Serial Number:	76137088	PRELUDE
Serial Number:	76000226	ULTIMA
Serial Number:	74434390	FOUNDATIONS
Serial Number:	75742890	CONGOLEUM
Serial Number:	76276818	HPF
Serial Number:	76276680	HIGH PERFORMANCE FLOORING
Serial Number:	74220994	EVOLUTION
Serial Number:	74358031	DESIGNER CAREFREE
Serial Number:	74358032	ADVANTAGE
Serial Number:	75479616	ARMORBRIGHT
Serial Number:	78184519	DURACERAMIC

Property Type	Number	Word Mark
Serial Number:	78229169	DURACERAMIC
Serial Number:	78229161	DS100 DURASET
Serial Number:	76206768	DURASTONE
Serial Number:	76250766	ROOM VISION
Serial Number:	85380930	KID TUFF TECHNOLOGY
Serial Number:	85289111	AIRSTEP ADVANTAGE
Serial Number:	77616663	ULTRATEC
Serial Number:	77689393	CONNECTIONS
Serial Number:	85411475	QUIK STIK
Serial Number:	73129954	CONGOLEUM
Serial Number:	73126344	SHOWCASE
Serial Number:	85487035	FORECAST
Serial Number:	77924980	SMARTLINK
Serial Number:	77866964	OVATIONS
Serial Number:	77237283	AIRSTEP
Serial Number:	77122247	CONGOLEUM UNDERFLOR
Serial Number:	77576654	AIRSTEP PLUS
Serial Number:	77827448	STAIN DEFENSE SYSTEM
Serial Number:	77789895	AIRSTEP EVOLUTION
Serial Number:	76276819	ARMORGUARD

CORRESPONDENCE DATA

Fax Number: 6103718506

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: 609 987 7050

Email: ejs@stevenslee.com

Correspondent Name: Elliott J. Stein

Address Line 1: 100 Lenox Drive

Address Line 2: Suite 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER: Elliott J. Stein

SIGNATURE: /varlawyer/

DATE SIGNED: 04/27/2018

Total Attachments: 56

source=Tab 7 - Trademark Security Agreement for Indenture dated June 29 2017 effective Jan. 1 2017 (fully executed)#page1.tif

source=Tab 7 - Trademark Security Agreement for Indenture dated June 29 2017 effective Jan. 1 2017 (fully executed)#page2.tif

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This **Trademark Collateral Assignment and Security Agreement** (this "**Agreement**"), dated as of June 29, 2017 and effective as of January 1, 2017 (the "**Effective Date**"), is by and between **CONGOLEUM CORPORATION**, a Delaware corporation ("**Borrower**"), and **DELAWARE TRUST COMPANY**, a Delaware Corporation, as trustee and collateral agent (together with its successors and assigns, "**Trustee**").

WITNESSETH:

WHEREAS, Borrower has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Borrower and certain of its subsidiaries filed for reorganization under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**");

WHEREAS, by order dated June 7, 2010, the Bankruptcy Court has confirmed the Borrower's Fourth Amended Joint Plan of Reorganization (the "**Plan**") in accordance with Section 1129 of the Bankruptcy Code and such Plan has become effective as of the date hereof;

WHEREAS, as part of the Plan, Borrower has agreed, among other things, to issue its \$33,000,000 aggregate principal amount of 9% Senior Secured Notes due 2017 (along with other notes issued under the Existing Indenture, as defined below, from time to time, the "**Existing Notes**") to former holders of the Borrower's 8 5/8% Senior Notes Due 2008 (the "**Old Notes**") and an aggregate 49.9% of Borrower's capital stock ("**Stock**") in exchange for the Old Notes;

WHEREAS, the Old Notes have been cancelled and Borrower and Law Debenture Trust Company of New York, as trustee (the "**Existing Indenture Trustee**") entered into an indenture dated as of July 1, 2010, pursuant to which Borrower issued the Existing Notes and the Stock, which indenture was amended and restated by the Amended and Restated Indenture, dated as of December 1, 2010 and effective as of July 1, 2010, between Borrower and the Existing Indenture Trustee, and as further amended, modified and/or supplemented from time to time (the "**Existing Indenture**");

WHEREAS, under the Plan and the Existing Indenture, the Existing Notes are secured, inter alia, by certain collateral security, including the collateral as set forth herein;

WHEREAS, Borrower has also entered into financing arrangements with Wells Fargo Bank, National Association, as lender ("**Senior Lender**") pursuant to which Senior Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated as of July 1, 2010, by and between Borrower and Senior Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**") and the other Financing Agreements (as defined in the Loan Agreement);

WHEREAS, in order to induce Senior Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Senior Lender certain collateral security, including in the collateral as set forth herein;

WHEREAS, the relative rights and remedies available to the Existing Indenture Trustee and Senior Lender are governed by the terms of an Intercreditor and Subordination Agreement dated as of July 1, 2010 between Senior Lender and Existing Indenture Trustee, as acknowledged by Borrower;

WHEREAS, on or about December 6, 2016, Delaware Trust Company replaced Law Debenture Trust Company of New York as the Existing Indenture Trustee;

WHEREAS, as of the Effective Date hereof there exists \$40,819,893.00 of Existing Notes, which are due December 31, 2017 CUSIP No. 207195AC2, issued pursuant to the Existing Indenture;

WHEREAS, Borrower desires for all holders of Existing Notes to exchange the Existing Notes for up to \$40,819,893.00 of new 9% Senior Secured Notes due December 31, 2020 (the "Notes") issued pursuant to the Indenture, dated as of the date hereof and effective as of the Effective Date (the "Indenture") between Borrower and Trustee under the Indenture, which Notes will be treated as junior in priority and rights and as to obligations of Borrower with respect to any of the remaining Existing Notes until such Existing Notes are repaid by Borrower in accordance with the Existing Indenture, with such exchange deemed effective for economic purposes as of the Effective Date, with any of the remaining Existing Notes enjoying the same rights and priorities as existed prior to the Effective Date; and

WHEREAS, the relative rights and remedies available to Trustee, Existing Indenture Trustee and Senior Lender are governed by the terms of an Intercreditor and Subordination Agreement dated as of July 1, 2010 between Senior Lender and Existing Indenture Trustee, as acknowledged by Borrower, and as amended by that certain amendment by and among Trustee, Existing Indenture Trustee and Senior Lender, as acknowledged by Borrower, entered into as of the date hereof and effective as of the Effective Date (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed or restated, the "Intercreditor Agreement").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations under the Indenture respecting the Notes ("Obligations"), Borrower hereby grants to Trustee a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Trustee: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other

records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**").

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Trustee that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Borrower will, at its expense, perform all acts and execute all documents necessary to maintain the existence of any Trademarks which are material to the Borrower's business, including without limitation, the filing of any renewal affidavits if required.

(b) Borrower authorizes Trustee to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Trustee five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral after the occurrence and during the continuance of an Event of Default, pursuant to Trustee's exercise of the rights and remedies granted to Trustee hereunder.

(e) Borrower shall provide Trustee with thirty (30) days written notice prior to filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Upon the request of Trustee, Borrower shall execute and deliver to Trustee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Trustee to evidence the security interests of Trustee in any Trademark.

(f) Borrower will render any assistance to Trustee as Trustee shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Trustee's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Borrower will promptly notify Trustee if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to infringe upon any Trademark material to the Borrower's business. If requested by Trustee, Borrower, at Borrower's expense, shall join with Trustee in such action as Trustee, in its discretion, may deem advisable for the protection of Trustee's interest in and to the Trademarks.

3. RIGHTS AND REMEDIES

Upon the occurrence of any Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Trustee, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, Trustee shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower, except as such notice or consent is expressly provided for hereunder:

(a) Trustee may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Trustee may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Trustee by Borrower or any subsidiary or affiliate of Borrower.

(c) Trustee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Trustee shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(d) Trustee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Borrower in the manner set forth in the Indenture of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Trustee shall have the power to buy the Collateral or any part thereof, and Trustee shall also have the power to execute assurances and perform all other acts which Trustee may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 3(d) hereof, Trustee may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Special Power of Attorney described in Section 2(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Trustee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees.

(f) Borrower shall supply to Trustee (or its designee) Borrower's knowledge and

expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Trustee to take any such action at any time. All of Trustee's rights and remedies, whether provided under law, this Agreement, the Indenture or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

4. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to any principles of conflicts of laws (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing.

(b) Borrower and Trustee irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court, the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Trustee may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Trustee shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which Trustee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property).

(c) BORROWER AND TRUSTEE EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND TRUSTEE EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR TRUSTEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

5. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the

meanings specified in the Indenture, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Borrower" or "Trustee" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns and inure to the benefit of and be enforceable by Trustee and its successors and assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Borrower and Trustee. Trustee shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Trustee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Trustee of any right, power and/or remedy on any occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Trustee would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Borrower and Trustee and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Borrower's and Trustee's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Notices. All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Borrower: Congoleum Corporation
3500 Quakerbridge Road
Mercerville, New Jersey 08619
Attention: Chief Operations Officer
Telephone No.: 609-584-3000
Telecopy No.: 609-584-3555

If to Trustee: Delaware Trust Company,
as Trustee and Collateral Agent for the benefit of the holders
of Congoleum Corporation 9% Senior Secured Notes due
December 31, 2020
251 Little Falls Drive
Wilmington, Delaware 19808
Attention: Corporate Trust Department
Telephone No.: []
Telecopy No.: []

(h) Intercreditor Agreement. The provisions of this Agreement respecting the Trustee are to be construed with and governed by the provisions of the Intercreditor Agreement, the terms and conditions of which are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Trustee have executed this Agreement as of the day and year first above written.


CONGOLEUM CORPORATION

By: _____

Name: Chris O'Connor
Title: Chief Operating Officer

DELAWARE TRUST COMPANY, as
Trustee

By: _____

Name:  Joseph McFadden
Title: Vice President,

IN WITNESS WHEREOF, Borrower and Trustee have executed this Agreement as of the day and year first above written.

CONGOLEUM CORPORATION

By: Chris O'Connor

Name: Chris O'Connor
Title: Chief Operating Officer

DELAWARE TRUST COMPANY, as
Trustee

By: _____
Name:
Title:

EXHIBIT A

CONGOLEUM CORPORATION
Global Trademark Portfolio

June 12, 2017

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Australia	CONGOLEUM	24064/0578	27	Prepared floor covering	14741	04/07/1913	14741	04/07/1913	Registered
Austria	CONGOLEUM	24064/0479	27	Floor coverings of plastics, carpets, straw mats, linoleum and other goods, which are used as floor coverings; wallpapers (except from fabric).	AM 1309/75	06/05/1975	80,805	09/15/1975	Registered
Benelux	CONGOLEUM	24064/0024	19	Carpets, linoleum and other materials for covering existing floors, carpets, rugs, mats and matting, linoleum and other materials for covering existing floors.	12564	09/24/1971	62,726	07/01/1973	Registered
Bolivia	CONGOLEUM	24064/0486	20	Furniture, mirrors, picture frames; goods (not included in other classes) of woods, cork, reed, cane, wicker, horn,			57801-A	05/10/1921	Registered

AMSTER
ROTHSTEIN
& EBENSTEIN LLP

Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Brazil	Congoleum	24064/0453	27	bone, ivory, whalebone, shell, amber, mother-of-pearl, meerscham and substitutes for all these materials, or of plastics.			002295091	06/23/1979	Registered
Canada	TRIBUTE	24064/0735	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1088006	01/03/2001	597,835	12/17/2003	Registered
Canada	HPF	24064/0744	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1107204	06/20/2001	609,947	05/11/2004	Registered
Canada	OVATIONS	24064/0664	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	796,089	10/30/1995	476,465	05/20/1997	Registered
Canada	<i>Congoleum</i>	24064/0677	N/A	Plastic floor covering having	826,057	10/16/1996	482,676	09/19/1997	Registered

TRADEMARK

REEL: 006321 FRAME: 0892

**AMSTER
ROTHSTEIN
& EBENSTEIN LLP**

Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	STRUCTURE	24064/0862	N/A	a water resistant, smooth or embossed surface Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks.	1607327	12/19/2012			Pending
Canada	DURACERAMIC DIMENSIONS	24064/0864	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	1619261	03/21/2013			Allowed
Canada	KITCHENVISION	24064/0783	N/A	Providing information with respect to home design by means of a global computer network	1282485	12/09/2005	TMA703,887	12/31/2007	Registered
Canada	ALUMATEC	24064/0769	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1179959	06/02/2003	TMA615,273	07/20/2004	Registered
Canada	DURACERAMIC	24064/0761	N/A	Pre-mixed grout	1172421	03/26/2003	TMA615,589	07/23/2004	Registered

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ROTHSTEIN
& EBENSTEIN LLP**

Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	DURASET DS-100	24064/0762	N/A	Adhesives for applying floor tiles, all for sale as end products to customers and not for inclusion in other products.	1172422	03/26/2003	661,367	03/24/2006	Registered
Canada	PACESETTER	24064/0766	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1174475	04/09/2003	661,020	03/21/2006	Registered
Canada	UTOPIA	24064/0751	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1117687	10/05/2001	621,498	10/04/2004	Registered
Canada	DURAPLANK	24064/0798	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1337290	02/28/2007	713,994	05/09/2008	Registered
Canada	ULIRATEC	24064/0823	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1417853	11/11/2008	814,528	12/21/2011	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	K-PLANK	24064/0801	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1337943	03/05/2007	707,198	02/12/2008	Registered
Canada	DURACERAMIC	24064/0778	N/A	Class : n/a Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1279903	11/17/2005	683279	03/08/2007	Registered
Canada	DURACERAMIC OPTIONS	24064/0779	N/A	Class : n/a Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1280077	11/18/2005	TMA703,969	01/04/2008	Registered
Canada	K-TECH FOR KITCHENS	24064/0780	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1280078	11/18/2005	729,846	12/01/2008	Registered
Canada	EAST TRACK	24064/0818	N/A	Plastic floor covering having a water resistant,	1410741	09/15/2008	854,483	07/04/2013	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	BASIS	24064/0809	N/A	smooth or embossed surface in rolls or tiles Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1379804	01/18/2008	754,582	12/04/2009	Registered
Canada	BRAVADA	24064/0802	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1349682	05/31/2007	771,477	07/08/2010	Registered
Canada	AIRSTEP	24064/0804	N/A	In plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1351547	06/13/2007	739,984	05/13/2009	Registered
Canada	CONGOLEUM UNDERFLOR	24064/0796	N/A	Felt underlays, partially impregnated with resinous compounds, for use in the installation of plastic and other composition floor coverings.	1337303	02/28/2007	710,469	03/31/2008	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	WEARTEC	24064/0797	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1337938	03/05/2007	762,346	03/24/2010	Registered
Canada	CONNECTIONS	24064/0835	N/A	Polymer composite flooring having a smooth or embossed, water resistant surface available in tiles as a two part system that allows the top layer to self-adhere to a bottom layer that is not adhered to a subfloor	1462875	12/15/2009	840,663	01/18/2013	Registered
Canada	CONGOLEUM CONNECTIONS	24064/0836	N/A	Polymer composite flooring having a smooth or embossed, water resistant surface available in tiles as a two part system that allows the top layer to self-adhere to a bottom layer	1462873	12/15/2009	817,501	02/13/2012	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	SMARTLINK	24064/0838	N/A	that is not adhered to a subfloor Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1469705	02/16/2010	817,498	02/13/2012	Registered
Canada	AIRSTEP EVOLUTION	24064/0830	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1444522	07/13/2009	776,646	09/09/2010	Registered
Canada	STAIN DEFENSE SYSTEM	24064/0831	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1449865	08/28/2009	788,034	01/19/2011	Registered
Canada	AIRSTEP PLUS	24064/0817	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	14110740	09/15/2008	776,509	09/08/2010	Registered
Canada	ACCUTAPE	24064/0695	N/A	Tape-type paper with adhesive on it to use for in the.	884,883	07/17/1998	519,560	11/18/1999	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	AIRSTEP ULTIMA	24064/0859	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1565712	02/24/2012	851,278	05/21/2013	Registered
Canada	FORECAST	24064/0851	N/A	Plastic floor covering having water resistant, smooth or embossed surface in rolls or tiles	1555063	12/06/2011	851,272	05/21/2013	Registered
Canada	DURASHAKE	24064/0854	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1555707	12/09/2011	851,273	05/21/2013	Registered
Canada	AIRSTEP ADVANTAGE	24064/0843	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	1522929	04/08/2011	845,337	03/06/2013	Registered
Canada	AIRSTEP BASIX	24064/0840	N/A	Plastic floor covering having a water resistant, smooth or	1492950	08/19/2010	817,484	02/13/2012	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	ACCU-FIT	24064/0429	N/A	embossed surface in rolls or tiles Plastic coverings of the solid surface, resilient type for surfaces such as floors, walls, countertops and the like, in the form of rolls, rugs and tiles.	517,280	02/20/1984	297,911	12/07/1984	Registered
Canada	CONGOLEUM	24064/0445	N/A	(1) plastic coverings of the solid surface, resilient type for surfaces such as floors, walls, countertops and the like in the form of rolls, rugs and tiles; cleaner for resilient surface coverings; wax, vinyl dressing and floor finish for resilient surface coverings; cements, pastes, adhesives and material for bonding juxtaposed sheets for use in	474,842	09/01/1981	286,252	12/30/1983	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				<p>the installation of resilient surface coverings; and hand tools for use in the installation of plastic coverings for floors, walls, countertops and the like, sold as a kit. (2)</p> <p>Prepared floor covering and linoleum and oiled cloth. (3)</p> <p>Cements, pastes, adhesives and material for bonding juxtaposed sheets for use in the installation of surface coverings. (4)</p> <p>Cleaner for resilient plastic surface coverings. (5)</p> <p>Vinyl dressing and wax for resilient plastic surface coverings. (6)</p> <p>Hand tools for use in the installation of</p>					

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada		24064/0446	N/A	Wax, vinyl dressing and floor finish for resilient surface coverings, and cleaner for resilient surface coverings	474,844	09/01/1981	287,024	01/20/1984	Registered
Canada	FLOREVER	24064/0457	N/A	Composition floor and wall coverings, namely, yard goods by the roll, tiles, feature strips, cove bases, cove moldings, wall cap strips, wall corner strips; and adhesives for such floor and wall coverings, namely, paste, tile adhesives, and cove adhesives, and wall primer	220,877	08/14/1953	UCA 50428	08/14/1953	Registered
Canada	SCUFF-TUFF	24064/0462	N/A	Resilient plastic coverings for floors in the form of rolls, rugs and tiles.	606,664	05/10/1988	368,395	05/04/1990	Registered
Canada	EASYSTIK	24064/0691	N/A	Tape-type					Unfiled

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Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	ULTIMA	24064/0725	N/A	paper with adhesive on it to use for the installation of flooring products. Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	105,1980	03/23/2000	556,996	01/29/2002	Registered
Canada	MOBILEFLOR	24064/0410	N/A	Resinous composition floor coverings.	311,826	03/18/1968	161,394	02/28/1969	Registered
Canada	WHITE SHIELD	24064/0421	N/A	Felt underlays, partially impregnated with resinous compounds, for use in the installation of linoleum and other composition floor coverings	323,033	06/05/1969	168,641	04/03/1970	Registered
Canada	BAC STOP	24064/0424	N/A	Backing material for resilient flooring	667,365	09/27/1990	401,941	08/28/1992	Registered
Canada	DISCOVER	24064/0425	N/A	Resilient flooring	667,369	09/27/1990	389,987	11/08/1991	Registered
Canada	DIAMONDFLOR	24064/0426	N/A	Flooring having a water resistant smooth or embossed	687,847	08/15/1991	403,620	10/09/1992	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Canada	HIGHLIGHT	24064/0026	N/A	surface Plastic coverings of the solid surface, resilient type for surfaces such as floors, walls countertops and the like, in the form of rolls, rugs and tiles.	414,571	08/22/1977	231,054	11/24/1978	Registered
Canada	ENDURANCE	24064/0042	N/A	Plastic flooring having a water resistant smooth or embossed surface in the form of rolls and tiles.	689,835	09/18/1991	418,160	10/15/1993	Registered
Canada	YOUR CHOICE	24064/0641	N/A	Plastic floor covering having a water resistant surface	765,750	10/07/1994	482,680	09/19/1997	Registered
Canada	FIVE STAR	24064/0646	N/A	Warranty program relating to plastic floor covering having water resistant, smooth or embossed surface.	779,647	04/05/1995	454,025	02/09/1996	Registered
Canada	ULTRAGARD	24064/0647	N/A	Plastic floor covering having a water resistant surface.	797,941	11/22/1995	488,947	02/02/1998	Registered
Canada	REFLECTION	24064/0020	N/A	Solid surface	410,982	05/20/1977	230,340	09/15/1978	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				resilient coverings, for surfaces such as floors, walls and counter tops, in the form of rolls, rugs and tiles.					
Canada	TIMELESS BY CONGOLEUM	24064/0874	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1693397	09/11/2014			Allowed
Canada	ARMORCORE	24064/0876	N/A	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	1693395	09/11/2014			Allowed
Chile	CONGOLEUM	24064/0522	27	Carpets rugs mats & matting linoleum & other materials for covering existing floors; wall hangings (non-textile)			276,578	09/28/1983	Registered
Chile	CONGOLEUM	24064/0122	27	Carpets rugs mats & matting linoleum & other materials for covering existing floors; wall hangings	221704	05/29/1979		09/15/1999	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Chile	CONGOLEUM	24064/0123	19	(non-textile) Building materials not of metal; non-metallic rigid pipes for building; asphalt pitch and bitumen; non-metallic transportable buildings; monuments not of metal.	211354	06/16/1992	651,210	10/26/1992	Registered
China (People's Republic)	 CONGOLEUM (IN CHINESE CHARACTERS)	24064/0116	27	Floor surface covering materials.	155715	08/22/1979	155715	03/30/1982	Registered
China (People's Republic)	CONGOLEUM	24064/0120	27	Plastic flooring having a water resistant smooth or embossed surface.	155711	08/22/1979	155711	03/30/1982	Registered
Colombia	CONGOLEUM	24064/0608	19	Building materials (non-metallic); non-metallic rigid pipes for building; asphalt pitch and bitumen; non-metallic transportable buildings; monuments not of metal.	208,334	01/27/1982	126,088	03/08/1989	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Costa Rica	Congoleum	24064/0591	27	Preparations to cover floors	1900-0063827	01/01/1900	638	12/07/1914	Registered
Costa Rica	CONGOLEUM	24064/0111	19	Building materials (non-metallic); non-metallic rigid pipes for building; asphalt pitch and bitumen; non-metallic transportable buildings; monuments, not of metal.	1900-6150919	02/24/1982	61509	12/13/1982	Registered
Denmark	CONGOLEUM	24064/0150	19, 27	19: building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal; and 27: carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile).	1522/1984	03/14/1984	4379/1984	12/14/1984	Registered
European Union	CONGOLEUM	24064/0789	01, 08, 27	01: cements, pastes,	004995247	03/17/2006	004995247	11/14/2008	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
(Community)				adhesives and material for bonding juxtaposed sheets for use in the installation of surface coverings, vinyl dressing, wax and cleaner for resilient plastic surface coverings; and 08: hand tools for use in the installation of plastic covering on floors, walls, countertops, and the like, sold as a kit; and 27: plastic coverings of the solid surfaces, resilient type having a water resistant, smooth or embossed surface in rolls or tiles; roofing felt and sheathing paper; felt underlays for use in the installation of floor coverings.					

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
European Union (Community)	DURACERAMIC	24064/0784	19, 27	19: pre-mixed grout; and 27: plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	004941522	03/02/2006	004941522	02/14/2007	Registered
Finland	CONGOLEUM	24064/0126	27	Carpets rugs mats & matting linoleum & other materials for covering existing floors; wall hangings (non-textile).	T1197502448	06/04/1975	72465	03/20/1980	Registered
France	FLOR-EVER	24064/0104	27	Carpets rugs mats & matting linoleum & other materials for covering existing floors; wall hangings (non-textile)		09/09/1986	1,383,248	09/09/1986	Registered
France	CONGOLEUM	24064/0124	27	Covers all types of flooring, especially linoleum, oilcloth and similar	1215446	10/14/1982	1,215,446	10/14/1982	Registered
Germany	Congoleum	24064/0096	19, 24, 27	19: non-metallic building materials; and 24: fabrics; and 27: floor coverings.	178,181	03/07/1913	178,181	07/09/1913	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Germany	CONGOLEUM	24064/0107	27	Carpets rugs mats & matting linoleum & other materials for covering existing floors; wall hangings (non-textile)	605303	02/23/1949	605,303	02/27/1951	Registered
Germany	CONGOLEUM	24064/0091	27	Carpets, straw mats, mats, linoleum; plates and sheets made of polyvinyl chloride as a floor covering	888,846	10/29/1970	888,846	12/27/1971	Registered
Greece	CONGOLEUM	24064/0025	19	Class: in 19 building materials (non-metallic); non-metallic rigid pipes for building; asphalt pitch and bitumen; non-metallic transportable buildings; monuments not of metal	F18868	10/17/1953	18868	10/17/1953	Registered
Guatemala	CONGOLEUM	24064/0602	N/A	Class: n/a	70986	08/17/1981			Pending
Hong Kong	CONGOLEUM	24064/0095	27	Carpets, rugs, mats, and matting; linoleums, and other materials for covering existing floors; wall hangings	874/84	03/21/1984	1835/1985	08/28/1985	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Hungary	CONGOLEUM	24064/0569	19, 27	(non-textile); 19: building materials, natural or artificial stones, cement, lime, mortar, gypsum, gravel plaster and sand; pipes of stone or concrete; road-building materials; asphalt, pitch and bitumen; portable buildings, monuments of stone; fireplaces [domestic]; chimney covering elements; vinyl and other plastic covering materials for floors, walls and counters in the form of rolls or plates; vinyl-based tiles, roof tiles and floor coverings for building purposes.; and 27: carpets.	M84 00546	03/26/1984	124,488	12/28/1984	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				rugs, plaited straw, mats, linoleum, materials for covering floors; wallpaper (non-textile).					
India	CONGOLEUM	24064/0086	27	Linoleums and floor coverings in the nature of an oil cloth.	9995	12/23/1942	9995	03/06/1944	Registered
Ireland	CONGOLEUM	24064/0092	27	Floor coverings in the nature of oilcloth.	32706	03/15/1927	32706	03/15/1927	Registered
Italy	CONGOLEUM	24064/0087	19, 27	19: building materials, natural and artificial stones, cement, lime, mortar, plaster and sand, stone or pipes, concrete products for the construction of; and 27: carpets, floor mats, linoleum mats, linoleum and other materials for covering floors, upholstery (excluding fabric)	M194COO2831	03/27/1994	1590305	12/06/1996	Registered
Japan	CONGOLEUM	24064/0634	27	Vinyl floor covering	06-125556	12/14/1994	3352012	10/17/1997	Registered
Japan	CONGOLEUM	24064/0098	19	Plastic coverings of the	704203/92		1513307	05/25/1982	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status	
				smooth surface, resilient type for surfaces such as floors, walls, countertops, and the like, in the form of rolls and tiles; other plastic products used exclusively for building; linoleum products used exclusively for building; synthetic products used exclusively for building; rubber products used exclusively for building.						
Japan	CONGOLEUM	24064/0106	19	Floor covering materials made of plastic, vinyl, linoleum or synthetic resins; plastic materials used exclusively for building; ceramic materials used exclusively for building; linoleum materials used	34276/1974	03/13/1974	1573687	03/28/1983	Registered	

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				exclusively for building; synthetic materials used exclusively for building; rubber materials used exclusively for building or construction.					
Japan	SCUFF-TUFF	24064/0125	27	Plastic coverings of the smooth surface, resilient type for surfaces such as floors, walls, countertops, and the like, in the form of rugs; other floor coverings; mattings.	01-145125	12/21/1989	2,438,987	07/31/1992	Registered
Japan	SCUFF-TUFF	24064/0115	19	Plastic coverings of the smooth surface, resilient type for surfaces such as floors, walls, countertops, and the like, in the form of rolls and tiles; other plastic products used exclusively for building; linoleum.	01-146124	12/21/1989	2,417,843	05/29/1992	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				products used exclusively for building; synthetic products used exclusively for building; rubber products used exclusively for building.					
Korea, Republic of	 CONGOLEUM IN KOREAN CHARACTERS	24064/0144	17	Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile).	80-3797	05/12/1980	40-83414	08/14/1982	Registered
Korea, Republic of	CONGOLEUM	24064/0151	17	Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile).	4019790011321	12/20/1979	40-83413	08/14/1982	Registered
Mexico	Congoleum	24064/0492	27	Fabric and waxed linoleum	500105	03/19/1913	13186	03/19/1923	Registered
New Zealand	CONGOLEUM	24064/0505	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	11180	04/14/1913	11180	08/04/1913	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
New Zealand	FLOR-EVER	24064/0510	27	Vinyl floor coverings and other coverings for floor and walls	117117	09/29/1976	B117,117	09/29/1976	Registered
New Zealand	CONGOLEUM	24064/0506	27	Carpets, rugs, mats & matting; linoleum & other materials for covering floors	95695	12/16/1970	95695	11/30/1971	Registered
Norway	Congoleum	24064/0503	27	Prepared floor coverings	19131247	03/07/1913	1639	03/07/1913	Registered
Peru	CONGOLEUM	24064/0512	27	Floor coverings, linoleums	152171		67520	05/20/1987	Registered
Puerto Rico	CONGOLEUM	24064/0493	27	Floor coverings			3,153	06/06/1930	Registered
Singapore	CONGOLEUM	24064/0495	27	Linoleums and floor coverings in the nature of oil cloth	T39/02015E	06/10/1939	T39/02015	08/12/1939	Registered
Sweden	CONGOLEUM	24064/0568	27	Mats, straw mats, cork, carpets and other floor coverings; wall coverings other than textiles.	1901/53103	10/17/1975	153103	10/17/1975	Registered
Switzerland	DURACERAMIC	24064/0786	19	Pre-mixed grout	51883/2006	03/02/2006	554711	01/25/2007	Registered
Taiwan	CONGOLEUM	24064/0799	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles; felt	096010673	03/09/2007	1295562	01/01/2008	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
Thailand	CONGOLEUM	24064/0521	27	underlays, partially impregnated with resinous compounds, for use in the installation of plastic and other composition floor coverings.	254889	11/07/1983	KOR12919	11/07/1993	Registered
Turkey	CONGOLEUM	24064/0499	19, 27	19: Carpets, door mats, linoleum 27: prefabricated floor coverings; and 27: prefabricated floor coverings.	82/072948	03/13/1982	135994	10/08/1992	Registered
United Kingdom		24064/0556	36	Carpets, floor cloth and oilcloth	322,626	04/12/1910	322,626	04/12/1910	Registered
United Kingdom	Congoleum	24064/0557	27	Floor coverings being oilcloths.	478,814	03/15/1927	478,814	03/15/1927	Registered
United States of America	TIMELESS BY CONGOLEUM	24064/0873	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	86/390,423	09/10/2014			Allowed
United States of America	ARMORCORE	24064/0875	27	Plastic floor covering having a water	86/390,437	09/10/2014	4,905,874	02/23/2016	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	ZON	24064/0868	27	resistant, smooth or embossed surface in rolls or tiles Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	85/933,906	05/16/2013	4,838,183	10/20/2015	Registered
United States of America	IMPACT	24064/0872	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks	86/249,959	04/11/2014			Allowed
United States of America	SCUFF-TUFF	24064/0232	27	Plastic covering of the smooth surface, resilient type for surfaces such as floors, walls, countertops and the like in the form of rolls rugs and tiles	786,062	03/13/1989	1,561,125	10/17/1989	Registered
United States of America	STRUCTURE	24064/0863	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls,	85/806,239	12/19/2012	4,522,882	04/29/2014	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	DURACERAMIC DIMENSIONS	24064/0865	27	tiles or planks Plastic floor covering having a water resistant, smooth or embossed surface in rolls, tiles or planks.	85/882,319	03/21/2013	4,523,193	04/29/2014	Registered
United States of America	TENET	24064/0879	27	Vinyl floor covering having a water resistant, smooth or embossed surface in rolls or tiles	87/471,574	06/01/2017			Pending
United States of America	CLEO	24064/0880	27	Vinyl floor covering having a water resistant, smooth or embossed surface in rolls or tiles	87/471,528	06/01/2017			Pending
United States of America	STUDIO C	24064/0878	35	Custom design services relating to flooring products	87/471,589	06/01/2017			Pending
United States of America	ZIP-STIK	24064/0074	27	Vinyl flooring	335,312	08/14/1969	892,355	06/09/1970	Registered
United States of America	MICRO-GROUND	24064/0079	27	Vinyl floor tiles	011,199	12/15/1989	1,621,358	11/06/1990	Registered
United States of America	LEGACY	24064/0156	27	Plastic coverings of the solid surface, resilient type	73/014,218	02/25/1974	996,857	10/29/1974	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				for surface, such as floors, walls, countertops, and the like in the form of rolls, rugs and tile.					
United States of America	REFLECTION	24064/0202	27	Plastic coverings of the smooth surface, resilient type for surfaces such as floors, walls, countertops, and the like	72/251,387	08/01/1966	845,313	03/05/1968	Registered
United States of America	FLOL-EVER	24064/0205	27	Composition floor coverings; namely, rugs, and yard goods by the roll	521,568	04/30/1947	439,234	06/08/1948	Registered
United States of America	WHITE SHIELD	24064/0224	27	Felt underlays, partially impregnated with resinous compounds, for use in the installation of linoleum and other composition floor coverings.	72/145,056	05/21/1962	746,718	03/12/1963	Registered
United States of America	ULTRAGARD	24064/0643	27	Plastic floor covering having a water resistant, smooth or embossed	74/644,020	03/09/1995	1,956,210	02/13/1996	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	FIVE-STAR	24064/0644	36	Providing extended warranties on plastic floor coverings, commonly known as no-wax floor coverings, having a water resistant, smooth or embossed surface.	74/645,242	03/13/1995	2,091,734	08/26/1997	Registered
United States of America	DIAMONDFLOR	24064/0021	27	Plastic covering having a water resistant smooth or embossed surface.	74/172,230	05/31/1991	1,755,490	03/02/1993	Registered
United States of America	SENSATION	24064/0022	27	Plastic floor covering having a water resistant smooth or embossed surface.	74/315,643	09/21/1992	1,805,395	11/16/1993	Registered
United States of America	DURAGUARD	24064/0069	27	Vinyl floor covering	011,198	12/15/1989	1,621,357	11/06/1990	Registered
United States of America	SELECTIONS	24064/0660	27	Plastic floor covering having a water resistant, smooth or embossed surface.	75/019,087	11/14/1995	2,082,292	07/22/1997	Registered
United States of America	CHOICES	24064/0613	27	Plastic floor covering having a water	74/441,044	09/27/1993	1,883,030	03/07/1995	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	ALTERNATIVES	24064/0614	27	resistant, smooth or embossed surface, in rolls or tiles. Plastic floor covering having a water resistant, smooth or embossed surface, in rolls or tiles.	74/441,048	09/27/1993	1,876,014	01/24/1995	Registered
United States of America	SPECIAL EFFECTS	24064/0615	27	Plastic floor covering having a water resistant, smooth or embossed surface, in rolls or tiles.	74/441,043	09/27/1993	2,114,380	11/18/1997	Registered
United States of America	CAREFREE	24064/0633	27	Plastic floor covering have a water resistant, smooth or embossed surface	74/491,851	02/18/1994	1,918,105	09/12/1995	Registered
United States of America	BAC STOP	24064/0364	27	Backing material for resilient flooring	74/078,649	07/16/1990	1,654,969	08/27/1991	Registered
United States of America	ENDURANCE	24064/0386	27	Plastic flooring having a water resistant smooth or embossed surface in the form of rolls and tiles	74/207,108	09/26/1991	1,757,677	03/09/1993	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	BRIGHT 'N EASY	24064/0388	03	Class: in 3 cleaner for resilient plastic surface covering sold only through floor covering dealers	73/242,226	12/10/1979	1,206,683	08/31/1982	Registered
United States of America	PROFILE	24064/0396	27	In class 27: plastic coverings of the smooth surface, resilient type for surfaces such as floors, walls, countertops, and the like in the form of rolls, rugs, and tiles	72/247,780	06/10/1966	841,955	01/09/1968	Registered
United States of America	CONGOLEUM	24064/0401	27	Flooring material of vinyl composition for use by the construction trades	73/377,081	07/28/1982	1,452,296	08/11/1987	Registered
United States of America	FORUM	24064/0062	27	Vinyl floor tiles	654,002	05/01/1987	1,497,846	07/26/1988	Registered
United States of America	CHROMABOND	24064/0332	27	Plastic coverings of the solid surface, resilient type for surfaces such as floors, walls, countertops, and the like, in	73/124,29	04/26/1977	1,077,974	11/22/1977	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	CONGOLEUM	24064/0346	19	the form of rolls, rugs and tiles Roofing felt and sheathing paper.	73/127,182	05/16/1977	1,082,556	01/17/1978	Registered
United States of America	CONGOLEUM	24064/0356	08	Hand tools for use in the installation of plastic coverings on floors, walls, countertops, and the like, sold as a kit.	73/138,767	08/24/1977	1,088,038	03/28/1978	Registered
United States of America	CONGOLEUM	24064/0357	03	Vinyl dressing and wax for resilient plastic surface coverings.	73/138,772	08/24/1977	1,087,573	03/21/1978	Registered
United States of America	CONGOLEUM	24064/0358	03	Cleaner for resilient plastic surface coverings.	73/138,771	08/24/1977	1,087,572	03/21/1978	Registered
United States of America	CONGOLEUM	24064/0359	01	Cements, pastes, adhesives and material for bonding juxtaposed sheets for use in the installation of surface coverings.	73/138,768	08/24/1977	1,087,546	03/21/1978	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America		24064/0714	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	75/741,693	06/25/1999	2,341,392	04/11/2000	Registered
United States of America	Congoleum	24064/0260	27	Prepared floor-covering	71/046,706	12/24/1909	078,472	06/14/1910	Registered
United States of America	BRIGHT 'N EASY	24064/0266	03	Floor finish.	73/296,474	11/22/1983	1,258,118	11/22/1983	Registered
United States of America	SPACESAVER	24064/0324	20	Racks and modules for the display of surface coverings in the form of rolls, rugs, and tiles, and/or samples thereof	73/126,092	05/03/1977	1,099,564	08/15/1978	Registered
United States of America	PRESTIGE	24064/0330	27	Plastic coverings of the solid surface resilient type for surfaces such as floors, walls, counter tops, and the like in the form of rolls, rugs, and tiles	73/147,617	11/07/1977	1,091,482	05/16/1978	Registered
United States of America	CONGOLEUM	24064/0331	27	Felt underlays, partially impregnated with resinous compounds, for use in the	73/126,093	05/03/1977	1,080,475	12/27/1977	Registered

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Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				installation of plastic and other composition floor coverings					
United States of America	WINNERS CIRCLE	24064/0730	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	76/133,133	09/21/2000	2,519,734	12/18/2001	Registered
United States of America	CONCEPT	24064/0732	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	76/137,089	09/27/2000	2,478,176	08/14/2001	Registered
United States of America	PRELUDE	24064/0731	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	76/137,088	09/27/2000	2,478,175	08/14/2001	Registered
United States of America	ULTIMA	24064/0723	19	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	76/000,226	03/14/2000	2,777,119	10/28/2003	Registered
United States of America	FOUNDATIONS	24064/0520	27	Resilient plastic floor covering	74/434,390	09/09/1993	2,004,625	10/01/1996	Registered

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Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America		24064/0713	27	having a water resistant, smooth or embossed surface Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	75/742,890	06/25/1999	2,351,838	05/23/2000	Registered
United States of America	HPF	24064/0741	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	76/276,818	06/26/2001	2,647,093	11/05/2002	Registered
United States of America	HIGH PERFORMANCE FLOORING	24064/0740	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	76/276,680	06/26/2001	2,682,014	01/28/2003	Registered
United States of America	EVOLUTION	24064/0680	27	Resilient hard surface coverings for floors	74/220,994	11/13/1991	1,777,273	06/15/1993	Registered
United States of America	DESIGNER CAREFREE	24064/0681	27	Vinyl floor tile	74/358,031	02/11/1993	1,797,947	10/12/1993	Registered
United States of America	ADVANTAGE	24064/0682	27	Vinyl floor tile	74/358,032	02/11/1993	1,795,115	09/28/1993	Registered
United States of America	ARMORBRIGHT	24064/0689	27	Plastic floor	75/479,616	05/05/1998	2,416,204	12/26/2000	Registered

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Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
of America				covering having a water resistant, smooth or embossed surface in rolls or tiles					
United States of America	DURACERAMIC	24064/0756	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	78/184,519	11/13/2002	2,846,720	05/25/2004	Registered
United States of America	DURACERAMIC	24064/0759	19	Pre-mixed grout.	78/229,169	03/24/2003	2,796,298	12/16/2003	Registered
United States of America	DS100 DURASET	24064/0760	01	Adhesives for applying floor tiles.	78/229,161	03/24/2003	2,998,926	09/20/2005	Registered
United States of America	DURASTONE	24064/0734	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	76/206,768	02/06/2001	2,636,886	10/15/2002	Registered
United States of America	ROOM VISION	24064/0738	42	Providing information with respect to home design by means of a global computer network.	76/250,766	05/03/2001	2,652,608	11/19/2002	Registered
United States of America	KID-TUFF TECHNOLOGY	24064/0847	27	Plastic floor covering having	85/380,930	07/26/2011	4,227,110	10/16/2012	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	AIRSTEP ADVANTAGE	24064/0842	27	a water resistant, smooth or embossed surface in rolls or tiles Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	85/289,111	04/07/2011	4,365,172	07/09/2013	Registered
United States of America	ULTRATEC	24064/0824	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	77/616,663	11/18/2008	4,009,830	08/09/2011	Registered
United States of America	CONNECTIONS	24064/0825	19	Polymer composite flooring having a smooth or embossed, water resistant surface available in tiles as a two part system that allows the top layer to self-adhere to a bottom layer that is not adhered to a subfloor.	77/689,393	03/12/2009	3,835,885	08/17/2010	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	QUIK STIK	24064/0848	17	Adhesive tape used to seal seams on resilient flooring	85/411,475	08/31/2011	4,159,208	06/12/2012	Registered
United States of America	CONGOLEUM	24064/0325	20	Commercial display racks and modules.	73/129,954	06/10/1977	1,098,811	08/08/1978	Registered
United States of America	SHOWCASE	24064/0350	20	Racks and modules for the display of surface coverings, in the form of rolls, rugs and tiles, and/or samples thereof	126,344	05/25/1977	1,100,210	08/22/1978	Registered
United States of America	FORECAST	24064/0852	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	85/487,035	12/05/2011	4,219,484	10/02/2012	Registered
United States of America	SMARTLINK	24064/0837	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	77/924,980	02/01/2010	3,874,915	11/09/2010	Registered
United States of America	OVATIONS	24064/0833	27	Plastic floor covering having a water resistant, smooth or embossed.	77/866,964	11/06/2009	3,854,879	09/28/2010	Registered

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Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
United States of America	AIRSTEP	24064/0805	28	surface in rolls or tiles Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	77/237,283	07/24/2007	3,493,630	08/26/2008	Registered
United States of America	CONGOLEUM UNDERFLOR	24064/0793	27	Felt underlays, partially impregnated with resinous compounds, for use in the installation of plastic and other composition floor coverings	77/122,247	03/05/2007	3,603,090	04/07/2009	Registered
United States of America	AIRSTEP PLUS	24064/0820	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	77/576,654	09/23/2008	3,684,277	09/15/2009	Registered
United States of America	STAIN DEFENSE SYSTEM	24064/0832	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles	77/827,448	09/16/2009	3,788,932	05/11/2010	Registered
United States of America	AIRSTEP EVOLUTION	24064/0829	27	Plastic floor covering having	77/789,895	07/27/2009	3,877,792	11/16/2010	Registered

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Intellectual Property Law

Country	Trademark	AR&E Ref.:	Class(es)	Goods/Services	App. Number	App. Date	Reg. Number	Reg. Date	Status
				a water resistant, smooth or embossed surface in rolls or tiles					
United States of America	ARMORGUARD	24064/0742	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	76/276,819	06/26/2001	2,732,981	07/01/2003	Registered
Uruguay	CONGOLEUM	24064/0755	27	Plastic floor covering having a water resistant, smooth or embossed surface in rolls or tiles.	341.029	05/14/2002	341.029	12/16/2002	Registered
Venezuela	CONGOLEUM	24064/0588	27	Linoleum or similar compositions to be used in floors, walls, and others as tables, office tables, and furniture.			F029436	03/15/1955	Registered

EXHIBIT B

None

EXHIBIT C

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
)ss.:
COUNTY OF MERCER)

KNOW ALL MEN BY THESE PRESENTS, that CONGOLEUM CORPORATION ("Borrower"), having an office at 3500 Quakerbridge Road, Mercerville, New Jersey 08619, hereby appoints and constitutes DELAWARE TRUST COMPANY (together with its successors and assigns, "Trustee"); and each of Trustee's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower at any time after the occurrence and during the continuance of an Event of Default under the Security Agreement (as hereinafter defined), except as otherwise provided in the Intercreditor Agreement (defined in the Security Agreement):


1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Trustee, in its discretion, deems reasonably necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Trustee, in its discretion, deems reasonably necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Borrower and Trustee (the "Security Agreement") and may not be revoked until the termination of all "Obligations", as such term is defined in the Security Agreement.

Dated: June 29, 2017

CONGOLEUM CORPORATION

By: 
Name: Chris O'Connor
Title: Chief Operating Officer

