

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494307

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 USA Inc.		09/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tarkett GDL S.A.		
Street Address:	2, Op der Sang		
City:	Lentzweiler		
State/Country:	LUXEMBOURG		
Postal Code:	L 9779		
Entity Type:	Société Anonyme (Sa): LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87684793	T-LOCK ANGLE-DROP	
Serial Number:	87684800	T-LOCK ANGLE-TAP	
Serial Number:	87684811	T-LOCK ANGLE-ANGLE	
Serial Number:	87711769	TARKETT TAPE	
CORRESPONDENCE DATA			
Fax Number:	2165750911		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(216) 781-1212		
Email:	ipdocket@walterhav.com		
Correspondent Name:	Walter Haverfield LLP		
Address Line 1:	1301 East 9th Street, Ste 3500		
Address Line 2:	The Tower at Erieview		
Address Line 4:	Cleveland, OHIO 44114-1821		
ATTORNEY DOCKET NUMBER:	70140-0000T-904		
DOMESTIC REPRESENTATIVE			
Name:	Sean F. Mellino		
Address Line 1:	1301 East 9th Street, Ste 3500		
Address Line 2:	The Tower at Erieview		

OP \$115.00 87684793

Address Line 4: Cleveland, OHIO 44114-1821	
NAME OF SUBMITTER:	Sean F. Mellino
SIGNATURE:	/Sean F. Mellino/
DATE SIGNED:	10/17/2018
Total Attachments: 6 source=02705054#page1.tif source=02705054#page2.tif source=02705054#page3.tif source=02705054#page4.tif source=02705054#page5.tif source=02705054#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of this day _____ of _____, in the year 2018, is made by and between Tarkett USA Inc. ("Assignor"), a Delaware Corporation, located at 30000 Aurora Road Solon, Ohio 44139, in favor of Tarkett GDL S.A. ("Assignee"), incorporated and registered under the laws of Luxembourg under the number section B n° 92165 (Diekirch), having its registered offices at 2, Op der Sang L 9779 Lentzweiler, Luxembourg. Hereafter collectively referred to as the "Parties".

WHEREAS, Assignor consents and agrees that it is its intent to convey, transfer, and assign all right, title and interest in and to Assignee all of the trademarks listed in Schedule 1, in addition to the goodwill symbolized thereby;

WHEREAS, Assignee consents and agrees that it is its intent to acquire all right, title and interest in and to the trademarks listed in Schedule 1, in addition to the goodwill symbolized thereby;

WHEREAS, Parties agree to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office ("USPTO") and the Canadian Intellectual Property Office ("CIPO") and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration of two-dollars \$2.00 (USD), the receipt and sufficiency of which are hereby acknowledged by the Parties, and thereby agree and consent that Assignor hereby assigns and Assignee hereby acquires all right, title and interest in and to the trademarks listed in Schedule 1, and all other related intellectual property, throughout the world, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, 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, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and/or trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(c) 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;

(d) 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

(e) 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, dilution, 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 USPTO and the CIPO, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment.

Tarkett USA Inc. (Assignor)

Kathryn Vanderwist
Signature

Kathryn Vanderwist
Printed Name

VP legal and general counsel
Title

9-7-18
Date

STATE OF OHIO
COUNTY OF CUYAHOGA

On the 7th day of Sept, 2018, before me personally appeared Kathryn Vanderwist personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the VP legal & GC (Title) of Tarkett USA Inc., and acknowledged the instrument to be the free act and deed of Tarkett USA Inc. for the uses and purposes mentioned in the instrument.

Robert A. Taormina
Notary Public

Robert A. Taormina
Printed Name

My Commission Expires: N/A



ROBERT A. TAORMINA
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

IN WITNESS WHEREOF, Assignee has duly executed and delivered this Trademark Assignment.

Tarkett GDL S.A. (Assignee)

FB:

RB:

Signature

Printed Name


Title

Date


FABRICE BARTHÉLEMY

PRESIDENT

08/10/18


RAPHAËL BAUER

DIRECTOR

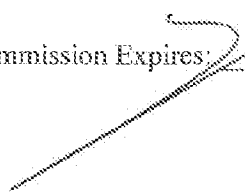
08/10/18

On the 11th day of October, 2018, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ (Title) of Tarkett GDL S.A., and acknowledged the instrument to be the free act and deed of Tarkett GDL S.A. for the uses and purposes mentioned in the instrument.

Le notaire soussigné de Dominique Besson
certifie la signature matérielle
de Messieurs Fabrice Barthélemy et Raphaël BAUER
en date du 11/10/2018

Dominique Besson
Notary Public

Fabrice Barthélemy et Raphaël BAUER
Printed Name

My Commission Expires: _____


APOSTILLE

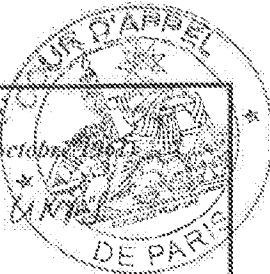
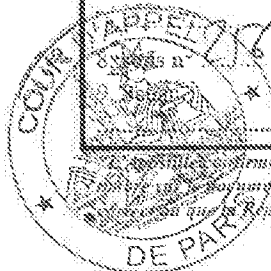
(Convention de La Haye du 5 octobre 1961)

- 1. République française **ÉTATS - UNIS**
- Le présent acte public
- 2. a été signé par... **Me BUSSON**
- 3. agissant en qualité de... **Notaire**
- 4. est revêtu du sceau/timbre de... **Son étude**

Attesté

- 5. à Paris
- 6. le... **5 OCT. 2010**
- 7. par le Procureur général **M. LERNOUT** de Paris

Signature : **Michel LERNOUT**
PREMIER AVOCAT GÉNÉRAL



Attestation de la Cour d'Appel de Paris :
L'apostille certifie seulement l'authenticité de la signature, du sceau ou
de l'acte. Elle ne signifie pas que le contenu du document est
vraiment celui que la République française approuve son contenu"

SCHEDULE 1
Assigned Trademarks

Trademark Applications

Mark	Jurisdiction	Filing Basis	Application/Serial Number	Filing Date
T-LOCK ANGLE-DROP (& Design)	U.S.	1(a)	87/684,793	11/14/2017
T-LOCK ANGLE-TAP (& Design)	U.S.	1(a)	87/684,800	11/14/2017
T-LOCK ANGLE-ANGLE (& Design)	U.S.	1(a)	87/684,811	11/14/2017
T-LOCK ANGLE-DROP (& Design)	Canada	Use-based	1899050	5/14/2018
T-LOCK ANGLE-TAP (& Design)	Canada	Use-based	1899026	5/14/2018
T-LOCK ANGLE-ANGLE (& Design)	Canada	Use-based	1899035	5/14/2018
TARKETTAPE	U.S.	1(a)	87/711,769	12/7/2017
TARKETTAPE	Canada	Use-based	1880826	2/1/2018