

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armstrong Flooring, Inc.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Armstrong Hardwood Flooring Company		
Street Address:	2500 Columbia Avenue		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17603		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4481771	AMERICAN SCRAPE	
Registration Number:	4524637	BIRCH RUN	
Registration Number:	5423957	BRISTOL TRAIL	
Registration Number:	5183009	BRUSHED IMPRESSIONS	
Registration Number:	4649247	DUNDEE	
Registration Number:	4654066	EVERGUARD	
Registration Number:	5423958	FARMINGTON	
Registration Number:	4633917	FOREST GLEN	
Serial Number:	88148020	HYDROPEL	
Registration Number:	3200208	LOCK&FOLD	
Registration Number:	4401628	MIDTOWN	
Registration Number:	5183008	MILLWORK SQUARE	
Registration Number:	4742207	PRIME HARVEST	
Serial Number:	87261852	RIGHT EVERY TIME	
Registration Number:	5520272	RUSTIC RESTORATIONS	
Serial Number:	87947440	SDF	
Registration Number:	5187924	SIGNATURE SCRAPE	
Serial Number:	87839322	TIMBERBLOCK	
Registration Number:	5267454	TIMBERBRUSHED	

CH \$590.00 4481771

Property Type	Number	Word Mark
Registration Number:	5371502	TIMBERCUTS
Registration Number:	2923877	TIMBERLAND
Serial Number:	87870541	TRUTOP
Registration Number:	1834641	WEAR MASTER

CORRESPONDENCE DATA

Fax Number: 2146614899

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: 2026397840

Email: daltmdept@bakerbotts.com

Correspondent Name: Shreyas Kale, Baker Botts L.L.P.

Address Line 1: 1299 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	081005.0296
NAME OF SUBMITTER:	Shreyas Kale
SIGNATURE:	/Shreyas Kale/
DATE SIGNED:	01/29/2019

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of December 31, 2018 (the "Effective Date"), is by and between Armstrong Flooring, Inc., a Delaware corporation ("Seller") and AFI Licensing LLC, a Delaware limited liability company ("Licensing" and together with Seller, "Assignor") and Armstrong Hardwood Flooring Company, a Tennessee corporation (the "Company" or "Assignee") (each of Assignor and Assignee, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Intellectual Property Agreement (defined herein below).

WHEREAS, Seller and AHF Holding, Inc. (formerly known as Tarzan Holdco, Inc.), a Delaware corporation ("Buyer") have entered into that certain Stock Purchase Agreement, dated November 14, 2018 (the "SPA") and Seller, Buyer and the Company have entered into that certain Intellectual Property Agreement, dated December 31, 2018 (the "Intellectual Property Agreement");

WHEREAS, pursuant to the SPA, the Seller has agreed to sell and transfer, and the Buyer has agreed to purchase and acquire, all of Seller's right, title and interest in and to the Company and the Company Subsidiaries (including the Company) by way of a purchase by Buyer and sale by Seller of the Shares, all upon the terms and condition set forth therein; and

WHEREAS, pursuant to the Intellectual Property Agreement, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the trademarks applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Marks").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance. Assignor does hereby irrevocably sell, convey, grant, set over, assign and transfer to Assignee, without reservation of any rights, title or interest, all of Assignor's worldwide and universal rights, title and interest in and to the Assigned Marks, including, but not limited to, the applications and registrations therefor which are identified in Schedule A attached hereto, together with the goodwill of the business symbolized by such Assigned Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee's successors and assigns, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Assigned Marks, and Assignor's right to sue for all claims, demands and/or causes of action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competitions, likelihood of confusion or dilution of the Assigned Marks or any other claim or cause of action related to the Assigned Marks prior to and following the effective date of this Assignment. Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past,

present and/or future infringement, unfair competition, dilution, or any other violation or unlawful act relating to the Assigned Marks, if any. Assignee hereby accepts such grant, assignment, transfer and conveyance.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assistance. Upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall (i) provide any further assistance reasonably necessary to effect the assignment of all rights, title and interest in and to the Assigned Marks to Assignee, including, but not limited to, the execution of any further documents and instruments, and (ii) take such other actions as are reasonably necessary to document the aforesaid assignment and transfer to Assignee.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the SPA or the Intellectual Property Agreement.

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

6. Counterparts. This Assignment may be executed in any number of counterparts, including by means of email in portable document format (.pdf), each of which when executed shall be deemed to be an original copy of this Assignment and all of which taken together shall constitute one and the same agreement.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment shall be governed by the laws of the State of Delaware, its rules of conflict of laws notwithstanding. Each Party hereby agrees and consents to be subject to the jurisdiction of the Court of Chancery of the State of Delaware in and for New Castle County, or if the Court of Chancery lacks jurisdiction over such dispute, in any state or federal court having jurisdiction over the matter situated in New Castle County, Delaware, in any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby.

9. Authority. Each Party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement.

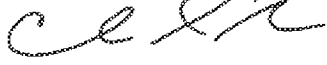
10. Severability. If any term or other provision of this Assignment, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Assignment, or the remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date above first written by their duly authorized representatives.

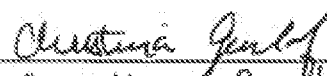
SELLER:

ARMSTRONG FLOORING, INC.

By: 
Name: Christopher S. Parisi
Title: SVP, Secretary

LICENSING:

AFI LICENSING LLC

By: 
Name: Christina Gerloff
Title: President

Acknowledged and Accepted:

ASSIGNEE:

ARMSTRONG HARDWOOD FLOORING COMPANY

By: _____
Name:
Title:

{Signature Page to Trademark Assignment}

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date above first written by their duly authorized representatives.

SELLER:

ARMSTRONG FLOORING, INC.

By: _____

Name:

Title:

LICENSING:

AFI LICENSING LLC

By: _____

Name:

Title:

Acknowledged and Accepted:

ASSIGNEE:

ARMSTRONG HARDWOOD FLOORING COMPANY

By: _____

Name: Jennifer Zimmerman

Title: Assistant Secretary

SCHEDULE A TO TRADEMARK ASSIGNMENT

UNITED STATES:

Country	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
US	AMERICAN SCRAPE	Registered	85616030	3-May-12	4481771	11-Feb-14
US	BIRCH RUN	Registered	85/931,142	14-May-13	4,524,637	6-May-14
US	BRISTOL TRAIL	Registered	86919986	25-Feb-16	5423957	13-Mar-18
US	BRUSHED IMPRESSIONS	Registered	86906683	12-Feb-16	5183009	11-Apr-17
US	DUNDEE	Registered	86274578	7-May-14	4649247	2-Dec-14
US	EVERGUARD	Registered	86084365	7-Oct-13	4654066	9-Dec-14
US	FARMINGTON	Registered	86920079	25-Feb-16	5423958	13-Mar-18
US	FOREST GLEN	Registered	86084354	7-Oct-13	4633917	4-Nov-14
US	Hydropel	Pending	88148020	9-Oct-18		
US	LOCK&FOLD	Registered	76656450	13-Mar-06	3200208	23-Jan-07
US	MIDTOWN	Registered	85736605	24-Sep-12	4401628	10-Sep-13
US	MILLWORK SQUARE	Registered	86906649	12-Feb-16	5183008	11-Apr-17
US	PRIME HARVEST	Registered	86/285,289	19-May-14	4,742,207	26-May-15
US	RIGHT EVERY TIME	Published	87261852	8-Dec-16		
US	RUSTIC RESTORATIONS	Published	87215879	26-Oct-16	5520272	17-Jul-18
US	SDF	Pending	87947440	4-Jun-18		
US	SIGNATURE SCRAPE	Registered	86920111	25-Feb-16	5187924	18-Apr-17
US	TimberBlock	Published	87839322	19-Mar-18		
US	TIMBERBRUSHED	Registered	87105110	15-Jul-16	5267454	15-Aug-17
US	TIMBERCUTS	Registered	87295586	10-Jan-17	5371502	2-Jan-18
US	TIMBERLAND	Registered	76496979	13-Mar-03	2923877	1-Feb-05
US	TruTop	Published	87870541	10-Apr-18		
US	WEAR MASTER	Registered	74/329383	9-Nov-92	1834641	3-May-94
US	OPAL CREEK	Registered	CLTM			