

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mohawk Carpet, LLC		10/26/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Mohawk Carpet Distribution, Inc.		
Street Address:	160 South Industrial Blvd.		
City:	Calhoun		
State/Country:	GEORGIA		
Postal Code:	30701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87580247	ALL PET PLUS	
CORRESPONDENCE DATA			
Fax Number:	7064222049		
<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>			
Email:	misty_young@mohawkind.com		
Correspondent Name:	Misty Young		
Address Line 1:	160 South Industrial Blvd.		
Address Line 4:	Calhoun, GEORGIA 30701		
NAME OF SUBMITTER:	Chris Rosselli		
SIGNATURE:	/Chris Rosselli/		
DATE SIGNED:	06/24/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

Mohawk Carpet, LLC, a Limited Liability Company of the State of Delaware, with its principal place of business at 160 South Industrial Blvd. Calhoun, Georgia (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and Mohawk Carpet Distribution, Inc., a Corporation of the State of Delaware, with its principal place of business at 160 South Industrial Blvd. Calhoun, Georgia (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of ten dollars (\$10.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE'S name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part

shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.S.T.), October 26, 2018, 2015.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.S.T.), October 26, 2018.

MOHAWK CARPET DISTRIBUTION, INC.

By: _____

Name: Joseph W. Foye

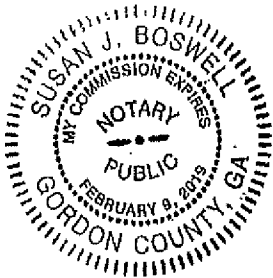
Title: Vice President

STATE OF Georgia §
COUNTY OF Gordon §

On this 26 day of October, 2018, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph W. Foye, known by me to be the person of the above name and an officer of **Mohawk Carpet Distribution, Inc.**, duly authorized to execute this Trademark Assignment on behalf of **Mohawk Carpet Distribution, Inc.**, who signed and executed the foregoing instrument on behalf of **Mohawk Carpet Distribution, Inc.**

Susan J. Boswell
Notary Public

My Commission Expires: 2/9/19



Mohawk Carpet LLC

By: _____

Name: Joseph W. Fox

Title: Vice President

STATE OF Georgia

§

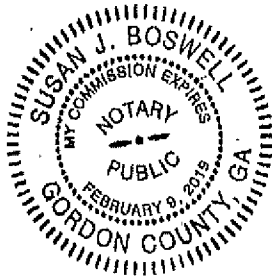
COUNTY OF Gordon

§

On this 26 day of October, 2018 before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph W. Fox, known by me to be the person of the above name and an officer of **Mohawk Carpet LLC** duly authorized to execute this Trademark Assignment on behalf of **Mohawk Carpet LLC** who signed and executed the foregoing instrument on behalf of **Mohawk Carpet LLC**.

Susan J. Boswell
Notary Public

My Commission Expires: 2/9/19



Schedule A

Marks

<u>Name</u>	<u>App. #</u>	<u>Reg. #</u>
All Pet Plus	87580247	