

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROPEX OPERATING COMPANY, LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PROPEX FURNISHING SOLUTIONS, INC.		
Street Address:	725 COOL SPRINGS BLVD.		
Internal Address:	SUITE 600		
City:	FRANKLIN		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3457916	ACTIONBAC	
Registration Number:	4819765	ARTIS	
Registration Number:	0793425	POLY BAC	
Registration Number:	3484186	POLYBAC	
CORRESPONDENCE DATA			
Fax Number:	3126551501		
<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:	3126551500		
Email:	pto-chi@huschblackwell.com		
Correspondent Name:	KATHLEEN A. RHEINTGEN		
Address Line 1:	120 S. RIVERSIDE PLAZA		
Address Line 2:	SUITE 2200		
Address Line 4:	CHICAGO, ILLINOIS 60606		
NAME OF SUBMITTER:	KATHLEEN A. RHEINTGEN		
SIGNATURE:	/Kathleen A. Rheintgen/		
DATE SIGNED:	11/26/2019		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of April 30, 2019, is made between PROPEX OPERATING COMPANY, LLC, a Delaware limited liability company having a place of business at 4019 Industry Drive, Chattanooga, TN 37416 (the “**Assignor**”), and PROPEX FURNISHING SOLUTIONS, INC., a Delaware corporation (the “**Assignee**”). The Assignor and the Assignee are referred to collectively herein as the “**Parties**.”

WHEREAS, the Assignor, the Assignee, Propex Holding, LLC, a Delaware limited liability company, and Wayzata Opportunities Fund II, L.P., a Delaware limited partnership, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), pursuant to which the Assignor has agreed to execute and deliver this Assignment to assign and transfer the patents and trademarks listed on Exhibit A attached hereto (the “**Assigned IP**”) to Assignee, including, without limitation, any goodwill of the business associated therewith and all common-law rights of Assignor in and/or to the Assigned IP and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignor does hereby irrevocably sell, assign, convey, and transfer to the Assignee, without reservation of any rights, title or interest, and the Assignee does hereby purchase, acquire, and receive from the Assignor, all of the Assignor’s rights, title and interest in and to the Assigned IP, to be held and enjoyed by the Assignee, its successors, heirs, and assigns on and as of the Closing Date.

2. Recordation. The Assignor does hereby authorize and request the Commissioner for Patents and Trademarks in the United States and the officials of corresponding entities or agencies in any applicable jurisdictions to: (a) record and register this Assignment; and (b) record the Assignee, its successors and assigns as the assignee and owner of the Assigned IP.

3. Terms of the Purchase Agreement. Neither the representations and warranties nor the rights, remedies or obligations of the Parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment, and the Assignor is not making any representations or warranties of any kind whatsoever by virtue of, and shall have no liability under, this Assignment. The Parties acknowledge and agree that the terms of the Purchase Agreement shall remain in full force and effect to the full extent provided therein and nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and be controlling in all circumstances.

4. Choice of Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

5. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Assignment as if set forth at length herein.

6. Counterparts. This Assignment may be executed in separate counterparts for the convenience of the Parties, each of which shall be deemed an original and all of which together shall

constitute one and the same instrument. Facsimile and electronic pdf signatures shall be treated as original signatures for all purposes hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, as of the date first set forth above, this Assignment is executed below by an authorized representative of each Party.

ASSIGNOR:

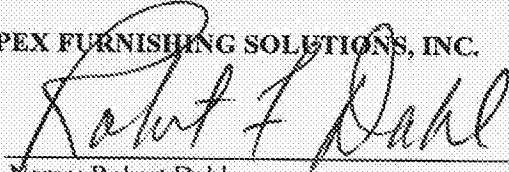
PROPEX OPERATING COMPANY, LLC

By: 
Name: Michael K. Gorey
Title: Chief Executive Officer

ASSIGNEE:

PROPEX FURNISHING SOLUTIONS, INC.

By:



Name: Robert Dahl

Title: Vice President, Secretary and Treasurer

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 006804 FRAME: 0804

EXHIBIT A

Patents

Title	Serial #	Filed Date	Patent #	Issue Date	Country	Status	Classes
CARPETS WITH IMPROVED FUZZ-RESISTANCE	2,389,068	10/27/2000	2,389,068	08/21/2007	CANADA	ISSUED	27
CARPETS WITH IMPROVED FUZZ-RESISTANCE	09/696,519	10/25/2000	7,018,492	03/28/2006	UNITED STATES	ISSUED	27
COMPOSITE SECONDARY CARPET BACKING, METHOD OF MANUFACTURE THEREOF, AND CARPET MADE THEREFROM	2,598,555	02/27/2006	2,598,555	01/14/2014	CANADA	EXPIRED	27
COMPOSITE SECONDARY CARPET BACKING, METHOD OF MANUFACTURE THEREOF, AND CARPET MADE THEREFROM	11/362,700	02/27/2006	7,670,660	03/02/2010	UNITED STATES	ISSUED	27
METHOD AND SYSTEM FOR MANUFACTURING FOAMED POLYOLEFIN TAPES AT COST EFFECTIVE LINE SPEEDS	12/263,264	10/31/2008	8,246,873	08/21/2012	UNITED STATES	ISSUED	27
TUFTABLE AND TUFTED FABRICS	09/820,237	03/28/2001	6,740,385	05/25/2004	UNITED STATES	ISSUED	27
TUFTABLE FABRIC WITH BALANCED CONSTRUCTION	10/268,837	10/10/2002	6,897,170	05/24/2005	UNITED STATES	ISSUED	27

Registered Trademarks

Mark	Application #	File Date	Registration #	Registration Date	Country	Status	Classes
ACTIONBAC	399483	06/22/1976	224421	11/25/1977	CANADA	REGISTERED	27
ACTIONBAC	77353,348	12/17/2007	3,457,916	07/01/2008	UNITED STATES	REGISTERED	27
ARTIS	86/460,482	11/20/2014	4,819,765	09/22/2015	UNITED STATES	REGISTERED	027
EOS	86/460,497	11/20/2014	4,819,767	09/22/2015	UNITED STATES	REGISTERED	027
EX3 ADVANTAGE	1423766	12/30/2008	TMA815,083	01/06/2012	CANADA	REGISTERED	27
EX3 ADVANTAGE	77/522,383	07/15/2008	3,702,896	10/27/2009	UNITED STATES	REGISTERED	27
GUIDELINE	77/363,078	01/03/2008	3,944,633	04/12/2011	UNITED STATES	REGISTERED	27
POLY BAC	310614	01/30/1968	TMA164227	07/25/1969	CANADA	REGISTERED	24
POLY BAC	72/195,138	06/08/1964	793,425	07/27/1965	UNITED STATES	REGISTERED	24

Mark	Application #	File Date	Registration #	Registration Date	Country	Status	Classes
POLYBAC	1,401,527	06/27/2008	TMA765,905	05/06/2010	CANADA	REGISTERED	27
POLYBAC	77363,090	01/03/2008	3,484,186	08/12/2008	UNITED STATES	REGISTERED	27
FUZE	87211,721	10/21/2016	5262640	08/08/2017	UNITED STATES	REGISTERED	27
TRU	87211,731	10/21/2016	5262641	08/08/2017	UNITED STATES	REGISTERED	27