

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591517

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900555481

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARMSTRONG FLOORING, INC.		06/23/2020	Corporation: DELAWARE
AFI LICENSING, LLC		06/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PATHLIGHT CAPITAL, LP
Street Address:	18 Shipyard Drive
Internal Address:	Suite 2C
City:	Hingham
State/Country:	MASSACHUSETTS
Postal Code:	02043
Entity Type:	Limited Partnership: MASSACHUSETTS

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	4682559	TOUCHSTONE
Registration Number:	3163867	SAFEWALKS
Registration Number:	3791948	ESSENTIALS
Registration Number:	4461868	AESTHETICS
Registration Number:	5152493	ALL ABOUT TOWN
Registration Number:	4825584	ALTERNA
Registration Number:	5460435	AMERICAN PERSONALITY
Registration Number:	3275950	ARBORART
Registration Number:	4615269	ARCHER POINT
Registration Number:	2649453	ARMALOCK
Registration Number:	2931343	ARTEFFECTS
Registration Number:	5460125	BRIDGEWAY
Registration Number:	2923969	CANYON CREEK
Registration Number:	1779025	CLEANSWEEP
Registration Number:	3875599	COASTAL LIVING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5087857	COLORART
Registration Number:	5162579	COLORWIN
Registration Number:	1775322	COMPANION SQUARE
Registration Number:	0430803	CORLON
Registration Number:	5407930	DECORART
Registration Number:	4989855	DIAMOND 10
Registration Number:	5004389	DIAMOND 10 TECHNOLOGY
Registration Number:	3275951	EARTHCUTS
Registration Number:	4800896	ENOVA
Registration Number:	0590534	EXCELON
Registration Number:	1765983	FAST START
Registration Number:	4685860	FLIP
Registration Number:	0645354	IMPERIAL
Registration Number:	4809866	INSPIRING GREAT SPACES
Registration Number:	4882158	INSPIRING GREAT SPACES
Registration Number:	4693541	ISET
Registration Number:	4685893	I-SET
Registration Number:	5223599	JUPITER
Registration Number:	5087200	JUST RIGHT! GUARANTEE
Registration Number:	5087201	JUST RIGHT! GUARANTEE
Registration Number:	4946758	LINOART
Registration Number:	3894012	LUXE PLANK
Registration Number:	4632480	LYNX
Registration Number:	2894648	MASTERWORKS TECHNOLOGY
Registration Number:	1344753	MEDINTECH
Registration Number:	3527951	MIGRATIONS
Registration Number:	3275952	MYSTIX
Registration Number:	3098674	NATURAL CREATIONS
Registration Number:	5566318	NATURAL CREATIONS
Registration Number:	3240287	NATURAL LIVING
Registration Number:	5530994	NATURAL PERSONALITY
Registration Number:	4734942	NATURCOTE
Registration Number:	2660895	NATURE'S GALLERY
Registration Number:	1054906	NEW BEGINNING
Registration Number:	5214729	ON&ON
Registration Number:	5214728	ON&ON SUSTAINABILITY FOR LIFE
Registration Number:	1138144	ONCE 'N DONE
Registration Number:	4974217	OSSET ROCK

Property Type	Number	Word Mark
Registration Number:	4753074	PARALLEL
Registration Number:	4974218	PICKWICK LANDING
Registration Number:	0911189	PLACE 'N PRESS
Registration Number:	1644803	POSSIBILITIES
Registration Number:	4974219	PROEDGE
Registration Number:	5017695	RAFFIA
Registration Number:	4882361	RHYTHMICS
Registration Number:	1049106	ROYELLE
Registration Number:	3147401	SATINKEEPER
Registration Number:	1673960	SHINEKEEPER
Registration Number:	5219289	SIMPURITY
Registration Number:	1135209	SOLARIAN
Registration Number:	5596438	STYLE STONE
Registration Number:	2839960	TIMBERLINE
Registration Number:	4742239	TOUGHGUARD
Registration Number:	5371492	TRAVELER
Registration Number:	3174636	VISIONGUARD
Registration Number:	5009252	VIVERO

CORRESPONDENCE DATA

Fax Number: 7137547550

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: 7133743550

Email: sheffieldl@gtlaw.com

Correspondent Name: Lucresha Sheffield

Address Line 1: 1000 Louisiana St

Address Line 2: Suite 1700

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	174352-010800
NAME OF SUBMITTER:	Lucresha M. Sheffield
SIGNATURE:	/Lucresha M. Sheffield/
DATE SIGNED:	08/12/2020

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of June 23, 2020, is made by and among the parties identified as "Grantors" on the signature pages hereto (each, individually, a "Grantor", and collectively, the "Grantors") and PATHLIGHT CAPITAL LP, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WHEREAS, a term loan credit facility was established in favor of Armstrong Flooring, Inc., a Delaware corporation (the "Borrower"), pursuant to the terms of that certain Term Loan Agreement, dated as of June 23, 2020 (as amended, modified, extended or restated from time to time, the "Loan Agreement"), among the Borrower, the guarantors thereunder, the lenders from time to time party thereto and Pathlight Capital LP, as administrative agent and collateral agent for the lenders thereunder;

WHEREAS, under the Security Agreement, dated as of June 23, 2020, made by the Grantors (amongst other grantors) and the Collateral Agent (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), each Grantor grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Collateral (as defined in the Security Agreement), including in (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States or any state thereof, and (b) all renewals thereof ("Trademarks"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors are required to execute this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Security Agreement and, if not defined therein, in the Loan Agreement.

SECTION 2. **Grant of Security Interest.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of Trademarks, whether now owned or existing or owned, acquired or arising hereafter, including the trademark registrations and trademark applications set forth on Schedule 1 hereto (collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary contained in this Section 2, the security interest granted

under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. The Grantors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral is not to be construed as an assignment of any Trademarks.

SECTION 3. **Purpose.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO.

SECTION 4. **Acknowledgment.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL.** The terms of Sections 11.14 and 11.15 of the Loan Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

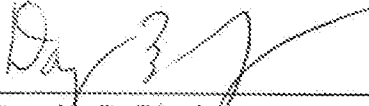
SECTION 7. **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement, the Security Agreement, the terms of any other Loan Document and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the Security Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall control.

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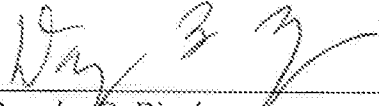
IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

ARMSTRONG FLOORING, INC.,
a Delaware corporation

By: 
Name: Douglas B. Bingham
Title: Senior Vice President and Chief Financial Officer

AFI LICENSING LLC,
a Delaware limited liability company

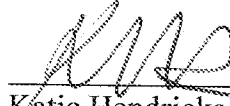
By: 
Name: Douglas B. Bingham
Title: Vice President and Treasurer

Grantor's Address:
Armstrong Flooring, Inc.
2500 Columbia Avenue
Lancaster, Pennsylvania 17604-3001

Acknowledged and Accepted:

PATHLIGHT CAPITAL LP, as Collateral Agent

By: Pathlight GP LLC, its General Partner

By: 
Name: Katie Hendricks
Title: Managing Director

Collateral Agent's Address:
Pathlight Capital LP
18 Shipyard Drive Suite 2C
Hingham, MA 02043

Schedule I

U.S. Trademark Registrations and Applications

<u>Docket Number</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
OWNER: ARMSTRONG FLOORING, INC.						
-	TOUCHSTONE	Registered	85926719	8-May-13	4682559	3-Feb-15
-	SAFEWALKS	Registered	78569178	17-Feb-05	3163867	24-Oct-06
-	ESSENTIALS	Registered	77593069	15-Oct-08	3791948	25-May-10
OWNER: AFI LICENSING LLC						
T-1317-US-AFP	AESTHETICS	Registered	85931138	14-May-13	4461868	7-Jan-14
T-15121-US-AFP	ALL ABOUT TOWN	Registered	86863262	31-Dec-15	5152493	28-Feb-17
T-1498-US-AFP	ALTERNA	Registered	86478655	12-Dec-14	4,825,584	6-Oct-15
T-17012-US-AFP	AMERICAN PERSONALITY	Registered	87397328	4-Apr-17	5460435	1-May-18
T-0610-US-AFP	ARBORART	Registered	76654813	9-Feb-06	3275950	7-Aug-07
T-1401-US-AFP	ARCHER POINT	Registered	86158930	7-Jan-14	4615269	30-Sep-14
T-0117-US-AFP	ARMALOCK	Registered	78066875	1-Jun-01	2649453	12-Nov-02

<u>Docket Number</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
T-0309-US-AFP	ARTEFFECTS	Registered	76497732	17-Mar-03	2931343	8-Mar-05
T-17005-US-AFP	BRIDGEWAY	Registered	87328024	8-Feb-17	5460125	1-May-18
T-0342-US-AFP	CANYON CREEK	Registered	76534854	4-Aug-03	2923969	1-Feb-05
T-9208-US-AFP	CLEANSWEEP	Registered	74307005	24-Aug-92	1779025	29-Jun-93
T-0906-US-AFP	COASTAL LIVING	Registered	77829651	18-Sep-09	3875599	16-Nov-10
T-15089-US-AFP	COLORART	Registered	86734857	24-Aug-15	5087857	22-Nov-16
T-16004-US-AFP	COLORWIN	Registered	86906582	12-Feb-16	5162579	14-Mar-17
T-9211-US-AFP	COMPANION SQUARE	Registered	74326054	28-Oct-92	1775322	8-Jun-93
T-4701-US-AFP	CORLON	Registered	71504732	28-Jun-46	430803	24-Jun-47
T-15090-US-AFP	DECORART	Registered	86734206	24-Aug-15	5407930	20-Feb-18
T-15072-US-AFP	DIAMOND 10	Registered	86588512	6-Apr-15	4989855	28-Jun-16
T-15073-US-AFP	DIAMOND 10 TECHNOLOGY & Design	Registered	86588518	6-Apr-15	5004389	19-Jul-16
T-0611-US-AFP	EARTH CUTS	Registered	76654814	9-Feb-06	3275951	7-Aug-07
T-1469-US-AFP	ENOVA	Registered	86324544	30-Jun-14	4800896	25-Aug-15
T-5301-US-AFP	EXCELON	Registered	71651083	30-Jul-53	590534	1-Jun-54
T-9013-US-AFP	FAST START	Registered	74109186	25-Oct-90	1765983	20-Apr-93

<u>Docket Number</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
T-1402-US-AFP	FLIP	Registered	86171705	22-Jan-14	4685860	10-Feb-15
T-5611-US-AFP	IMPERIAL	Registered	72015093	5-Sep-56	645354	14-May-57
T-1406-CL35-US-AFP	INSPIRING GREAT SPACES	Registered	86326952	2-Jul-14	4809866	8-Sep-15
T-1406-US-AFP	INSPIRING GREAT SPACES	Registered	86198086	19-Feb-14	4882158	5-Jan-16
T-1460-US-AFP	ISET	Registered	86310997	16-Jun-14	4693541	24-Feb-15
T-1403-US-AFP	I-SET	Registered	86194340	14-Feb-14	4685893	10-Feb-15
T-1472-US-AFP	JUPITER	Registered	86515587	27-Jan-15	5223599	13-Jun-17
T-15069-US-AFP	JUST RIGHT! GUARANTEE	Registered	86501715	13-Jan-15	5087200	22-Nov-16
T-15070-US-AFP	JUST RIGHT! GUARANTEE Stylized and Design	Registered	86501718	13-Jan-15	5087201	22-Nov-16
T-1407-US-AFP	LINOART	Registered	86209552	3-Mar-14	4946758	26-Apr-16
T-1015-US-AFP	LUXE PLANK	Registered	85057432	8-Jun-10	3894012	21-Dec-10
T-1424-US-AFP	LYNX	Registered	86262992	25-Apr-14	4632480	4-Nov-14
T-0326-US-AFP	MASTERWORKS TECHNOLOGY	Registered	76521778	10-Jun-03	2894648	19-Oct-04
T-8405-US-AFP	MEDINTECH	Registered	73492104	27-Jul-84	1344753	25-Jun-85
T-0750-US-AFP	MIGRATIONS	Registered	76682528	3-Oct-07	3527951	4-Nov-08
T-0609-US-AFP	MYSTIX	Registered	76654815	9-Feb-06	3275952	7-Aug-07

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<u>Docket Number</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
T-0423-US-AFP	NATURAL CREATIONS	Registered	76613468	27-Sep-04	3098674	30-May-06
T-0423-CL27-US-AFP	NATURAL CREATIONS	Registered	87116640	26-Jul-16	5566318	18-Sep-18
T-0604-US-AFP	NATURAL LIVING	Registered	76653500	17-Jan-06	3240287	8-May-07
T-16032-US-AFP	NATURAL PERSONALITY	Registered	87240538	17-Nov-16	5530994	31-Jul-18
T-1486-US-AFP	NATURCOTE	Registered	86404362	24-Sep-14	4734942	12-May-15
T-0125-US-AFP	NATURE'S GALLERY	Registered	78079255	15-Aug-01	2660895	10-Dec-02
T-7604-US-AFP	NEW BEGINNING	Registered	73083682	12-Apr-76	1054906	28-Dec-76
T-15095-US-AFP	ON&ON and Design	Registered	86801767	28-Oct-15	5214729	30-May-17
T-15096-US-AFP	ON&ON SUSTAINABILITY FOR LIFE and Design	Registered	86801745	28-Oct-15	5214728	30-May-17
T-7901-US-AFP	ONCE 'N DONE	Registered	73209138	27-Mar-79	1138144	29-Jul-80
T-14109-US-AFP	OSSET ROCK	Registered	86522261	3-Feb-15	4974217	7-Jun-16
T-1410-US-AFP	PARALLEL	Registered	86246135	8-Apr-14	4753074	9-Jun-15
T-14110-US-AFP	PICKWICK LANDING	Registered	86522315	3-Feb-15	4974218	7-Jun-16
T-7002-US-AFP	PLACE 'N PRESS	Registered	72362988	18-Jun-70	911189	13-Apr-71
T-9001-US-AFP	POSSIBILITIES	Registered	74022960	26-Jan-90	1644803	14-May-91
T-14103-US-AFP	PROEDGE	Registered	86522339	3-Feb-15	4974219	7-Jun-16

<u>Docket Number</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
T-15125-US-AFP	RAFFIA	Registered	86863223	31-Dec-15	5017695	9-Aug-16
T-1447-US-AFP	RHYTHMICS	Registered	86285329	19-May-14	4882361	5-Jan-16
T-7602-US-AFP	ROYELLE	Registered	73079705	10-Mar-76	1049106	28-Sep-76
T-0605-US-AFP	SATINKEEPER	Registered	76654006	23-Jan-06	3147401	26-Sep-06
T-9106-US-AFP	SHINEKEEPER	Registered	74147963	15-Mar-91	1673960	4-Feb-92
T-15117-US-AFP	SIMPUILITY	Registered	86797070	23-Oct-15	5219289	6-Jun-17
T-7802-US-AFP	SOLARLAN	Registered	73197155	18-Dec-78	1135209	13-May-80
T-17006-US-AFP	STYLE STONE	Registered	87331202	10-Feb-17	5596438	30-Oct-18
T-0332-US-AFP	TIMBERLINE	Registered	76528148	7-Jul-03	2839960	11-May-04
T-1428-US-AFP	TOUGHGUARD	Registered	861294425	29-May-14	4,742,239	26-May-15
T-17001-US-AFP	TRAVELER	Registered	87291523	6-Jan-17	5371492	2-Jan-18
T-0511-US-AFP	VISIONGUARD	Registered	76637747	2-May-05	3174636	21-Nov-06
T-15084-US-AFP	VIVERO	Registered	86655363	8-Jun-15	5009252	26-Jul-16