

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interface, Inc		04/20/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SkyPaxxx, LLC		
<b>Street Address:</b>	2155 Ellis Rd North		
<b>Internal Address:</b>	Suite 1		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32254		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4276568	SKY-TILES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4073029973		
<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>			
<b>Phone:</b>	407 302 9970		
<b>Email:</b>	michael@leetzow.com		
<b>Correspondent Name:</b>	Michael L. Leetzow		
<b>Address Line 1:</b>	170 Bella Vista Terr Unit D		
<b>Address Line 4:</b>	Nokomis, FLORIDA 34275		
<b>NAME OF SUBMITTER:</b>	Michael L. Leetzow		
<b>SIGNATURE:</b>	/Michael L. Leetzow/		
<b>DATE SIGNED:</b>	06/03/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (this "**Agreement**") is made as of this 20th day of April, 2021, by and between Interface, Inc., a Georgia corporation ("**Transferor**"), and SkyPaxxx, LLC, a Florida limited liability company ("**Transferee**"). Transferee and Transferor are sometimes individually referred to herein as a "**Party**" and collectively as "**Parties**."

**WHEREAS**, Transferor has adopted and used, or has a bona fide intention to use, and is the owner of a trademark, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the "**Trademark**"); and

**WHEREAS**, Transferee wishes to purchase and acquire, and Transferor wishes to sell and assign to Transferee, all of Transferor's right, title and interest in and to the Trademark.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price. The purchase price for the Trademark shall be an amount equal to [REDACTED] (the "**Purchase Price**"). Immediately upon execution of this Agreement, Transferee shall deliver to Transferor the Purchase Price by wire transfer of immediately available funds to an account previously designated in writing by Transferor.

3. Assignment. Transferor hereby irrevocably sells, assigns and transfers to Transferee, and Transferee hereby purchases, acquires and accepts, all of Transferor's right, title and interest in and to the Trademark, including but not limited to the right to enforce it against any infringement occurring before or after the Closing, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademark, the same to be held by Transferee, as fully and effectually as they would have been held by Transferor had this assignment not taken place.

3. No Assumption of Liabilities. Transferee does not assume, and shall not be obligated or liable for, any liabilities of Transferor or its affiliates, predecessors, assignors or transferors, in connection with the Trademark and the transactions contemplated hereby.

4. Registration. Transferee will be entitled to register this Agreement at the relevant intellectual property offices. Transferor shall give Transferee any powers and authorization necessary for this purpose and, at the request of Transferee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Transferee.

5. Further Action. Transferor and Transferee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement; provided, that, as between the parties, Transferee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Transferee's right, title and interest in and to the Trademark (including, without limitation, with any applicable governmental authorities), and for any and all costs, expenses and fees associated therewith.

6. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without reference to its choice of law rules.

7. Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original in respect of any Party whose signature appears thereon and all of which together shall constitute a single agreement, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts. This Agreement shall not become effective unless and until (a) the closing of the transactions contemplated pursuant to that certain asset purchase agreement, dated as of the date hereof, by and between Transferee and Interface Americas, Inc., a Georgia corporation and affiliate of Transferor, has been consummated and (b) each Party has received a counterpart hereof signed by the other Party hereto.

8. Notices. All notices and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, telecopy, courier service, personal delivery, email or facsimile:

if to Transferee, to:

SkyPaxxx, LLC  
2155 Ellis Road North., Suite 1  
Jacksonville, FL 32254  
Attention: Rick Lockhart, President  
Email: rick@skypaxxxrepairs.com

if to Transferor, to:

Interface, Inc.  
1280 W Peachtree St. NW  
Atlanta, Georgia 30309  
Attention: General Counsel  
Email: David.Foshee@interface.com

All such notices and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five (5) business days after being deposited in the mail, postage prepaid, if mailed; when receipt is mechanically acknowledged, if faxed; on the date sent if sent by electronic mail, receipt confirmed. Any Party may by notice given in accordance with this Section 8 designate another address or entity/person for receipt of notices hereunder.

9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties waive any provision of applicable law that renders any such provision prohibited or unenforceable in any respect. Any court of competent jurisdiction is authorized to strike or modify the provisions herein to make this Agreement enforceable to the fullest extent as contemplated and executed by the Parties.

10. Captions. The titles, captions, and table of contents contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

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

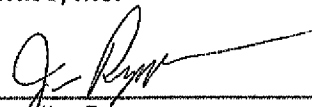
12. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both of the Parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

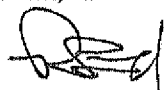
**TRANSFEROR:**

Interface, Inc.

By:   
Name: Jim Poppens  
Title: Vice President

**TRANSFeree:**

SkyPaxxx, LLC

By:   
Name: Rick Lockhart  
Title: President

*[Signature Page to Trademark Purchase and Assignment Agreement]*

**TRADEMARK**  
**REEL: 007315 FRAME: 0852**

**SCHEDULE A  
TRADEMARK**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
SKY-TILES	United States	4276568