

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		07/25/2022	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ARMSTRONG FLOORING, INC.		
Street Address:	2500 Columbia Avenue		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17604-3001		
Entity Type:	Corporation: DELAWARE		
Name:	AFI LICENSING LLC		
Street Address:	2500 Columbia Avenue		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17604-3001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4682559	TOUCHSTONE	
Registration Number:	4257741	PROGRESSIONS	
Registration Number:	3163867	SAFEWALKS	
Registration Number:	3791948	ESSENTIALS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		

CH \$115.00 4682559

Address Line 4:	New York, NEW YORK 10001-8602
ATTORNEY DOCKET NUMBER:	695232/1
NAME OF SUBMITTER:	M. Oren Epstein
SIGNATURE:	/MOE/
DATE SIGNED:	07/26/2022
Total Attachments: 3 source=ABL - Trademark Release-2 (Armstrong-2019 Filing-6584-0274) (2)#page1.tif source=ABL - Trademark Release-2 (Armstrong-2019 Filing-6584-0274) (2)#page2.tif source=ABL - Trademark Release-2 (Armstrong-2019 Filing-6584-0274) (2)#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of July 25, 2022, is made by **BANK OF AMERICA, N.A.**, with offices located at 900 W. Trade Street, Gateway Village-900 Building, NC1-026-06-09, MAC Legal, Charlotte, North Carolina 28255 in its capacity as collateral agent for the Secured Parties (the “Collateral Agent”), in favor of **ARMSTRONG FLOORING, INC.**, a Delaware corporation (“Armstrong”) and **AFI LICENSING LLC**, a Delaware limited liability company (“AFI”, and together with Armstrong, the “Grantors”), with offices located at 2500 Columbia Avenue, Lancaster, Pennsylvania 17604-3001. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Notice and, if not defined therein, in the Security Agreement.

WITNESSETH:

WHEREAS, the Grantors and the Collateral Agent are parties to that certain Security Agreement dated as of December 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain Grant of Security Interest in Trademarks dated as of June 23, 2020 (the “Notice”) for recordation with the United States Patent and Trademark Office (the “USPTO”), whereby the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and right of set off against, any and all right, title and interest of the Grantors in and to all of the Trademarks (collectively, the “Security Interest”), whether then owned or existing or owned, acquired or arising thereafter, including the trademark registrations and trademark applications listed on **Schedule A** attached hereto (collectively, the “Secured Trademarks”); and

WHEREAS, the Notice was recorded with the Trademark Division of the USPTO on March 7, 2019 at Reel/Frame 6584/0274 with respect to the Secured Trademarks of the Grantors; and

WHEREAS, the Collateral Agent has agreed to fully discharge, terminate and release its security interest and all of its right, title and interest in each of the Secured Trademarks, as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. **Release and Assignment.** The Collateral Agent hereby fully discharges, terminates and releases its security interest (including the Security Interest) in all of the Secured Trademarks, and the Collateral Agent hereby assigns and transfers to the applicable Grantor, without recourse, all of the Collateral Agent’s right, title and interest in and to each of the Secured Trademarks, effective as of the date set forth above.
2. **Further Assurances.** The Collateral Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at the Grantors’ sole cost and expense.
3. **Delivery.** Delivery of an executed counterparty of a signature page to 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 Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: *Matthew T. O'Keefe*
Title: *Senior Vice President*

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademark Applications and Registrations

<u>Trademark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
TOUCHSTONE	Registered	85926719	8-May-13	4682559	3-Feb-15
PROGRESSIONS	Registered	85643089	5-June-12	4257741	11-Dec-12
SAFEWALKS	Registered	78569178	17-Feb-05	3163867	24-Oct-06
ESSENTIALS	Registered	77593069	15-Oct-08	3791948	25-May-10