

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM762427

<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>
Swift-Train Company, LLC		10/17/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ST ACQUISITION, LLC		
<b>Street Address:</b>	111 Plymouth Street		
<b>City:</b>	Mansfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02048		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4856698	ACADEMY	
<b>Registration Number:</b>	6819333	BIG SKY	
<b>Registration Number:</b>	5639492	CHASSIS	
<b>Registration Number:</b>	5420009	CORE COLLECTION	
<b>Registration Number:</b>	3087475	COUNTRY CLASSICS	
<b>Registration Number:</b>	4611304	DERBY	
<b>Registration Number:</b>	4985054	DEVAN	
<b>Registration Number:</b>	4009884	EARTH WERKS	
<b>Registration Number:</b>	3935009	EARTH WERKS	
<b>Registration Number:</b>	3507558	EARTH WERKS FLOORING INSPIRED BY NATURE	
<b>Registration Number:</b>	3769700	EARTHWERKS	
<b>Registration Number:</b>	4006649	EARTHWERKS	
<b>Registration Number:</b>	4012891	EARTHWERKS	
<b>Registration Number:</b>	4856057	EARTHWERKS	
<b>Registration Number:</b>	4846631	EARTHWERKS	
<b>Registration Number:</b>	6343431	FOOTAGE	
<b>Registration Number:</b>	6860221	FOOTPRINTS	
<b>Registration Number:</b>	3590053	G4L	
<b>Registration Number:</b>	3585674	GREEN4LIFE	

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Property Type	Number	Word Mark
Registration Number:	6365744	INA
Registration Number:	6317574	INTERIORS NORTH AMERICA
Serial Number:	97540635	LINCOLN HIGHWAY
Registration Number:	4805385	PARKHILL
Registration Number:	5178165	PAVILION
Serial Number:	97094652	PERFORMANCE BACK
Registration Number:	6860231	REGATTA
Serial Number:	97152953	REPOSADO
Registration Number:	6860222	REVEILLE
Registration Number:	6411236	RIVERSHORE
Registration Number:	6419456	RIVERSIDE
Serial Number:	97540885	ROUTE 66
Registration Number:	4984041	SHERBROOKE
Registration Number:	6102913	STADIUM
Serial Number:	90906591	STC
Registration Number:	6102912	TAVERN
Registration Number:	5414696	THE DEVELOPMENT COLLECTION
Registration Number:	6673413	TRIPLEX
Registration Number:	3998464	TUFF SHIELD

#### CORRESPONDENCE DATA

Fax Number: 6173459020

*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: 617-345-9000

Email: tmdocket@hinckleyallen.com

Correspondent Name: Alexander P. Montgomery

Address Line 1: 28 State Street, 30th Floor

Address Line 2: Hinckley, Allen & Snyder, LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 066761-0188910

NAME OF SUBMITTER: Alexander P. Montgomery

SIGNATURE: /Alexander P. Montgomery/

DATE SIGNED: 10/20/2022

#### Total Attachments: 11

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Assignment"), effective as of October 17, 2022, is made by **SWIFF-TRAIN COMPANY, LLC**, a Texas limited liability company (the "Assignor"), in favor of **ST ACQUISITION, LLC**, a Texas limited liability company, having a business address of 111 Plymouth Street, Mansfield, Massachusetts (the "Assignee").

**WHEREAS**, Assignor is the owner of the trademarks and trademark registrations listed in Schedule A (collectively, the "Trademarks");

**WHEREAS**, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated October 17, 2022 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, the Assignor agreed to convey, transfer, and assign to the Assignee all right, title, and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. Assignor hereby conveys, transfers, and assigns to Assignee all of the Assignor's right, title, and interest in and to the following: (a) the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; (b) the right to enforce the Trademarks worldwide and all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued, including, without limitation, the exclusive right to maintain all such registrations, renewals, and applications; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; (d) the right to sue for all past, present or future infringements or other violations of any rights in or to the Trademarks; and (e) the right to settle and retain proceeds from any such actions in the name of Assignee, its successors or assigns.

2. Further Assurances. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Trademarks, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of the Assignee and the Assignor with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A

signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Assignor has executed this Assignment to be effective as of the date set forth above.

ASSIGNOR:

SWIFF-TRAIN COMPANY, LLC

DocuSigned by:

*Robert Baker*

By \_\_\_\_\_

Name: Robert Baker

Title: CFO and Treasurer

**Schedule A**

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
1.	USA	ACADEMY	4856698	Oct 7 2014	Nov 17 2015	[27] Carpeting
2.	USA	BIG SKY	6819333	Jul 27 2021	Aug 16 2022	[19] Hardwood flooring; Solid and engineered hardwood flooring
3.	USA	CHASSIS	5639492	Dec 21 2017	Dec 25 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
4.	USA	CORE COLLECTION	5420009	Jul 21 2017	Mar 6 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile
5.	USA	COUNTRY CLASSICS	3087475	Apr 29 2005	May 2 2006	[19] hardwood flooring
6.	USA	DERBY	4611304	Nov 19 2013	Sep 23 2014	[19] Flooring, namely, luxury vinyl tile flooring
7.	USA	DEVAN	4985054	Jun 5 2015	Jun 21 2016	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tiles
8.	USA		4009884	May 29 2009	Aug 9 2011	[19] Vinyl flooring
9.	USA		3935009	May 22 2009	Mar 22 2011	[27] Carpeting
10.	USA		3507558	Nov 12 2007	Sep 30 2008	[19] Floor tile, namely, PVC tile [, ceramic tile, ] and wood tile flooring [, laminate flooring ]
11.	USA	EARTHWERKS	3769700	Oct 2 2007	Apr 6 2010	[19] Granite tile, ceramic

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
						tile, wood flooring and laminate flooring
12.	USA	EARTHWERKS	4006649	May 22 2009	Aug 2 2011	[27] Carpeting
13.	USA	EARTHWERKS	4012891	May 26 2009	Aug 16 2011	[19] Vinyl flooring
14.	USA	EARTHWERKS	4856057	Jul 2 2013	Nov 17 2015	[19] Non-metal building materials, namely, non-metal wall base, stair risers, stair treads and PVC moulding
15.	USA	EARTHWERKS	4846631	Nov 25 2013	Nov 3 2015	[19] tiles of glass and ceramic for walls and flooring
16.	USA	FOOTAGE	6343431	May 22 2020	May 4 2021	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
17.	USA	FOOTPRINTS	6860221	Oct 15 2020	Sep 27 2022	[19] Vinyl flooring; vinyl plank flooring
18.	USA	G4L	3590053	Feb 11 2008	Mar 17 2009	[19] Tile, namely, vinyl tile; hardwood flooring, namely, floor boards of hardwood, floor tiles of hardwood, engineered hardwood flooring; wood flooring, namely, floor tiles of wood, floor boards of



#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
						wood and laminate flooring
19.	USA	GREEN4LIFE	3585674	Feb 11 2008	Mar 10 2009	[19] Tile, namely, vinyl tile; hardwood flooring, namely, floor boards of hardwood, floor tiles of hardwood, engineered hardwood flooring; wood flooring, namely, floor tiles of wood, floor boards of wood and laminate flooring
20.	USA	INA	6365744	Apr 10 2020	May 25 2021	[19] Flooring, namely, vinyl flooring, tile flooring not of metal, vinyl tiles, ceramic tile, wood flooring, laminate flooring, hardwood flooring, prefinished non-metal flooring; Non-metal building materials, namely, non-metal wall base, stair risers, stair treads and PVC architectural moulding
21.	USA	INTERIORS NORTH AMERICA	6317574	Apr 10	Apr 6 2021	[19] Flooring, namely, vinyl

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
				2020		flooring, tile flooring not of metal, vinyl tiles, ceramic tile, wood flooring, laminate flooring, hardwood flooring, prefinished flooring; Non-metal building materials, namely, non-metal wall base, stair risers, stair treads and PVC moulding
22.	USA	LINCOLN HIGHWAY	97540635	Aug 9 2022	n/a	[19] Laminate flooring
23.	USA	PARKHILL	4805385	Sep 16 2014	Sep 1 2015	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
24.	USA	PAVILION	5178165	May 4 2016	Apr 4 2017	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile
25.	USA	PERFORMANCE BACK	97094652	Oct 27 2021	n/a	[27] Carpet backing; Carpet tile backing
26.	USA	REGATTA	6860231	Oct 20 2020	Sep 27 2022	[19] Vinyl flooring; vinyl plank flooring; luxury vinyl tile
27.	USA	REPOSADO	97152953	Dec 2 2021	n/a	[19] Vinyl flooring; vinyl plank flooring; luxury vinyl tile; luxury vinyl plank flooring

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
28.	USA	REVEILLE	6860222	Oct 15 2020	Sep 27 2022	[19] Vinyl flooring; vinyl plank flooring
29.	USA	RIVERSHORE	6411236	Nov 13 2020	Jul 6 2021	[19] Vinyl flooring; Vinyl plank flooring; Luxury vinyl tile; Tile flooring not of metal
30.	USA	RIVERSIDE	6419456	Nov 13 2020	Jul 13 2021	[19] Vinyl flooring; Vinyl plank flooring; Luxury vinyl tile; Tile flooring not of metal
31.	USA	ROUTE 66	97540885	Aug 9 2022	n/a	[19] Vinyl flooring; vinyl plank flooring; luxury vinyl tile; luxury vinyl plank flooring; rigid vinyl tile; rigid core luxury vinyl flooring; solid polymer core (SPC) flooring
32.	USA	SHERBROOKE	4984041	Sep 16 2014	Jun 21 2016	[19] Vinyl flooring; tile flooring, not of metal; luxury vinyl tiles
33.	USA	STADIUM	6102913	Nov 12 2018	Jul 14 2020	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile; solid polymer core flooring
34.	USA	STC	90906591	Aug 27 2021	n/a	[19] Flooring, namely, vinyl flooring, tile

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
						flooring not of metal, vinyl tiles, ceramic floor tile, wooden flooring, laminate flooring, hardwood flooring, prefinished hardwood flooring  [27] Carpeting; Carpet tiles
35.	USA	TAVERN	6102912	Nov 12 2018	Nov 12 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile; solid polymer core flooring
36.	USA	THE DEVELOPMENT COLLECTION	5414696	Jul 21 2017	Feb 27 2018	[19] Vinyl flooring; tile flooring not of metal; luxury vinyl tile; rigid vinyl tile
37.	USA	TRIPLEX	6673413	Oct 15 2020	Mar 15 2022	[19] Vinyl flooring; vinyl plank flooring
38.	USA	TUFF SHIELD	3998464	Feb 20 2008	Jul 19 2011	[19] Vinyl tile having a polyurethane coating [ including aluminum oxide ] to improve durability for residential use and not for use in garage or industrial settings; granite

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
						<p>tile having a polyurethane coating [ including aluminum oxide ] to improve durability for residential use and not for use in garage or industrial settings;</p> <p>ceramic tile having a polyurethane coating [ including aluminum oxide ] to improve durability for residential use and not for use in garage or industrial settings;</p> <p>wood flooring and laminate flooring having a polyurethane coating [ including aluminum oxide ] to improve durability for residential use and not for use in garage or industrial settings</p>
39.	Canada	EARTHWERKS	TMA959593		Jan 9 2017	[19] Flooring not of metal, namely, tiles of glass and ceramic for

#	Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	[Class] Goods/Services
						walls and flooring; vinyl flooring; carpeting; granite tile, ceramic tile, wood flooring and laminate flooring; anti-slip floor coatings and floor protection varnishes; floor coverings not of metal, namely, vinyl floor coverings, floor carpets, anti-slip floor coatings and floor protection varnishes; non-metal wall base, stair risers, stair treads and pvc molding; tile of glass and ceramic for walls and flooring; non-metal tiles, namely, vinyl tiles; Granite tile, ceramic tile, wood flooring and laminate flooring; Vinyl flooring