

02-21-2002

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101988844

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Marley Floors (USA) Inc.
2-4-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Roppe Flexco Acquisition Corporation**
Internal Address: _____
Address: _____
Street Address: **1602 North Union Street**
City: **Fostoria** State: **OH** Zip: **44830**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **September 28, 2001**

As assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/424,723
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,317,559 **1,189,437**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Monica S. Verma, Esq.**
Internal Address: **Baker & Hostetler LLP**
3200 National City Center
Street Address: **1900 East 9th Street**
City: **Cleveland** State: **OH** Zip: **44114**

6. Total number of applications and registrations involved: **12**
7. Total fee (37 CFR 3.41).....\$ **315**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
02-0396
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Monica S. Verma *[Signature]* **2/04/02**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/20/2002 TDIAZ1 00000061 75424723

01 FC:481
02 FC:482

40.00 OP
275.00 OP

TRADEMARK
REEL: 002446 FRAME: 0893

Additional Registration Numbers

2,374,359

2,313,914

2,180,424

2,218,328

2,412,966

2,190,729

1,224,374

2,313,912

2,233,440

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of the 28th day of September, 2001 by and between Marley Floors (USA) Inc., a corporation organized under the laws of Delaware ("Assignor"), and Roppe Flexco Acquisition Corporation, a corporation organized under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of September 27, 2001 (the "Purchase Agreement"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the U.S., foreign and state trademark registrations and applications as specifically set forth in Schedule A attached hereto (collectively, the "Trademarks"), and the goodwill associated with the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with the Trademarks (including, without limitation, all proceeds thereof, all rights of action and recovery for past, present and future infringements thereof and all rights to secure renewals and extensions thereof), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and permitted assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, conveyance, transfer and delivery not been made.

Assignor further agrees to perform such other lawful acts and to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the countries in which such Trademarks are currently registered (as shown on Schedule A hereto).

This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. Without limiting the foregoing, this Agreement is subject to the third and fourth sentences of Section 12.17 of the Purchase Agreement.

This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

In witness of this Assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the date first above written.

Marley Floors (USA) Inc.

Assignor

By: Michael A Shepard

Name: MICHAEL A. SHEPARD

Title: SECRETARY AND TREASURER

Roppe Flexco Acquisition Corporation

Assignee

By: _____

Name: _____

Title: _____

In witness of this Assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the date first above written.

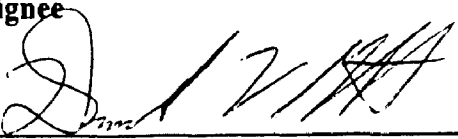
Marley Floors (USA) Inc.
Assignor

By: _____

Name: _____

Title: _____

Roppe Flexco Acquisition Corporation
Assignee

By:  _____

Name: DONALD V. GILLETT

Title: PRESIDENT / CEO

SCHEDULE A**UNITED STATES FEDERAL REGISTRATIONS/APPLICATIONS**

Country	Mark	Reg. No./App. No.	Reg./App. Date	Int. Class
United States	FLEXCO	75/424,723	1/28/98	1, 19, 27
United States	FLEXCO	2,317,559	2/15/00	1, 19
United States	FLEXCO (and Design)	1,189,437	2/9/82	27
United States	ASSURANCE PLUS	2,374,359	8/8/00	19
United States	COLORS 2000	2,313,914	2/1/00	19
United States	FLEX-TUFT	2,180,424	8/11/98	19
United States	FLEXTONES & DESIGN	2,218,328	1/19/99	19
United States	LOGIC	2,412,966	12/12/00	19
United States	METRO-FLEX	2,190,729	9/22/98	19
United States	RADIAL	1,224,374	1/18/83	27
United States	RETRO RUPPER BLENDS	2,313,912	2/1/00	19
United States	WALLFLOWERS AND DESIGN	2,233,440	3/23/99	19

U.S. STATE REGISTRATIONS/APPLICATIONS

State	Mark	Reg. No./App. No.	Reg./App. Date	Int. Class
Alabama	FLEXCO	100,460	4/15/81	20

FOREIGN REGISTRATIONS/APPLICATIONS

Country	Mark	Reg. No./App. No.	Reg./App. Date	Int. Class
United Kingdom	FLEXCO	2153141	2/16/01	1, 19, 27
Denmark	FLEXCO	VS199901197	3/9/98	1, 19, 27
Finland	FLEXCO	213178	3/16/98	1, 19, 27
Hong Kong	FLEXCO	14135/1995	3/11/98	19
Hong Kong	FLEXCO	11400/1998	3/11/98	27
Indonesia	FLEXCO	437918	4/2/98	19

Country	Mark	Reg. No./App. No.	Reg./App. Date	Int. Class
Indonesia	FLEXCO	437917	4/2/98	27
Japan	FLEXCO	4343321	3/18/98	1, 19, 27
Malaysia	FLEXCO	98/C2944	3/10/98	19
Malaysia	FLEXCO	98/C2943	3/10/98	27
Norway	FLEXCO	194366	3/9/92	1, 19, 27
Philippines	FLEXCO	C1696	3/11/98	19
Philippines	FLEXCO			27
Singapore	FLEXCO	T98/034626	4/14/98	19
Singapore	FLEXCO	T98/034632	4/14/98	27
Sweden	FLEXCO	3363C4	6/10/98	1, 19, 27
Switzerland	FLEXCO	452262	12/10/97	1, 19, 27
International	FLEXCO	693973	6/10/98	1, 19, 27
Egypt (Int'l)	FLEXCO			1, 19, 27
Benelux (Int'l)	FLEXCO			1, 19, 27
Bosnia (Int'l)	FLEXCO			1, 19, 27
China (Int'l)	FLEXCO			1, 29, 27
German (Int'l)	FLEXCO			1, 19, 27
France (Int'l)	FLEXCO			1, 19, 27
Italy (Int'l)	FLEXCO			1, 19, 27
Yugoslavia (Int'l)	FLEXCO			1, 19, 27
N. Korea (Int'l)	FLEXCO			1, 19, 27
Croatia (Int'l)	FLEXCO			1, 19, 27
Austria (Int'l)	FLEXCO			1, 19, 27
Poland (Int'l)	FLEXCO			1, 19, 27
Portugal (Int'l)	FLEXCO			1, 19, 27
Russia (Int'l)	FLEXCO			1, 19, 27
Slovakia (Int'l)	FLEXCO			1, 19, 27
Slovenia (Int'l)	FLEXCO			1, 19, 27
Spain (Int'l)	FLEXCO			1, 19, 27
Czech (Int'l)	FLEXCO			1, 19, 27
Ukraine (Int'l)	FLEXCO			1, 19, 27
Hungary (Int'l)	FLEXCO			1, 19, 27
Vietnam (Int'l)	FLEXCO			1, 19, 27
Belarus (Int'l)	FLEXCO			19
Taiwan	FLEXCO	896157	1/23/98	27
Taiwan	FLEXCO	844135	1/23/98	27
Mexico	FLEXCO	511939	4/30/99	27
Mexico	FLEXCO	373758	4/30/99	1
Chile	FLEXCO	552734	4/28/99	27
Brazil	FLEXCO	821724851	6/15/99	19
Brazil	FLEXCO	821724860	6/15/99	27
Argentina	FLEXCO	2216875	4/30/99	19
Argentina	FLEXCO	2216876	4/30/99	27
Brazil	FLEXCO	821724843	6/15/99	1

Country	Mark	Reg. No./App. No.	Reg./App. Date	Int. Class
Canada	FLEXCO	1024077	7/28/99	
Chile	FLEXCO	447349	4/28/99	19
Mexico	FLEXCO	669782	5/7/99	19

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RECORDED: 02/04/2002

TRADEMARK
REEL: 002446 FRAME: 0900