

02-21-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

101988843

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

1. Name of conveying party(ies):

Marley (U.K.) Limited

2-4-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Corporation -England

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 25, 2001

2. Name and address of receiving party(ies)

Name: Marley Floors (USA) Inc.

Internal Address:

Street Address: 1401 East Sixth Street

City: Tuscumbia State: Alabama Zip: 35674

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If 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

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

Additional number(s) attached Yes No

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:

3

7. Total fee (37 CFR 3.41).....\$ 90

- 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

Name of Person Signing

Signature

Signature

2/04/02

Date

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

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

02/20/2002 TBIAZ1 00000060 75424723

01 FC:481 40.00 DP 02 FC:482 50.00 DP

TRADEMARK REEL: 002446 FRAME: 0904

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of the 25th day of September, 2001 between Marley (U.K.) Limited ("Assignor"), a corporation incorporated under the laws of England, and Marley Floors (USA) Inc. ("Assignee"), a corporation organized under the laws of the State of Delaware.

WHEREAS, Assignor and Assignee have entered into a Trademark Assignment Agreement dated as of September 24, 2001 (the "Assignment Agreement"), pursuant to which Assignor has assigned to Assignee all of Assignor's right, title and interest in and to the trademarks listed on the attached Schedule A (collectively, the "Trademarks"), and the goodwill associated with the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with said Trademarks (including, without limitation, all proceeds thereof and all rights of action and recovery for past, present and future infringements 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 assignment 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 Assignment 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 Assignment Agreement. In the event of any conflict between this Assignment and the Assignment Agreement, the Assignment Agreement shall control. Without limiting the foregoing, this Agreement is subject to Section 4.1 of the Assignment 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 (U.K.) Limited
Assignor

By: 
Name: DAVID JOHN ANTHONY MUSSRAVE
Title: DIRECTOR

Marley Floors (USA) Inc.
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 (U.K.) Limited
Assignor

By: _____

Name: _____

Title: _____

Marley Floors (USA) Inc.
Assignee

By: Michael A Shepard

Name: MICHAEL A. SHEPARD

Title: SECRETARY & TREASURER