

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiefer Specialty Flooring, Inc.		04/06/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Kiefer America, LLC		
Street Address:	865 W. Irving Park Road		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4643849	KIEFER U.S.A.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ltran@hmlaw.com		
Correspondent Name:	Loan Tran		
Address Line 1:	500 W Madison St		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Loan Tran		
SIGNATURE:	/Loan Tran/		
DATE SIGNED:	05/04/2021		
Total Attachments: 6			
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OP \$40.00 4643849

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is effective as of April 6, 2021 (the “Effective Date”), by and between Kiefer Specialty Flooring, Inc., an Illinois corporation located at 2910 Falling Waters Blvd., Lindenhurst, IL 60046 (“Assignor”), and Kiefer America, LLC, a Delaware limited liability company, having its principal place of business at 865 W. Irving Park Road, Itasca, Illinois 60143 (“Assignee”).

WHEREAS, Assignor is the owner of the trademark and the United States trademark registration for the mark Kiefer U.S.A., U.S. Registration No. 4643849, issued November 25, 2014, as set forth on Schedule A (the “Mark”);

WHEREAS, Assignor wishes to assign and transfer all rights in the Mark to Assignee, and Assignee wishes to acquire all rights in the Mark from Assignor; and

WHEREAS, the parties have agreed to execute this Agreement, for recording with the United States Patent and Trademark Office (the “USPTO”), and for other purposes.

NOW, THEREFORE, for and in full consideration of the mutual promises contained herein and other good and valuable consideration between parties, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, all worldwide right, title and interest in the Mark, including without limitation any application or registration therefor in any jurisdiction, any common law rights therein, and any trade name, business name or domain name incorporating the Mark and any other rights Assignor may have in the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and together with all causes of action for the infringement of the Mark.

2. Warranties. Assignor represents and warrants that (i) Assignor is the owner of all right, title and interest in the Mark, and has not granted any rights or interests in the Mark to any other person or entity, or otherwise encumbered the Mark in any manner; (ii) Assignor has the authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) to Assignor’s knowledge, the statements made in the applications for trademark registration of the Mark are true and correct; and (iv) to Assignor’s knowledge, there is no claim or threatened claim that the Mark or Assignor’s use of the Mark infringes, violates or breaches the rights of any other person or entity.

3. Release; Indemnification. Assignor, on behalf of itself and its successors, assigns and legal representatives, hereby releases and forever discharges Assignee and its successors, assigns and legal representatives from any and all losses, liabilities, damages, claims, costs and expenses, including without limitation, reasonable attorneys’ fees (collectively, “Losses”), of any kind or nature whatsoever arising out of, relating to, or in connection with Assignee’s use of the Mark prior to the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee and its successors, assigns and legal representatives harmless against any and all Losses arising out of, relating to, or in connection with the Mark assigned hereunder to Assignee, arising before the Effective Date.

4. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Agreement upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to

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Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documents, as may be necessary to effect, evidence, or perfect the assignment of the Mark to Assignee, or any assignee or successor thereto.

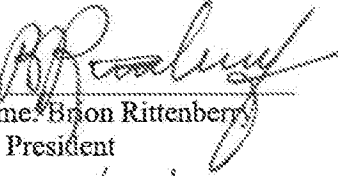
5. Miscellaneous. This Agreement, including the recitals and exhibits set forth herein, constitutes the entire understanding of the parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date.

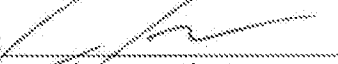
Assignor

KIEFER SPECIALTY FLOORING, INC.,
an Illinois corporation

By: 
Name: Brian Rittenberg
Its: President
Date: 4/29/2021

Assignee

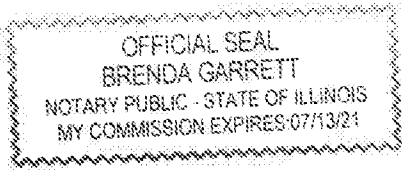
KIEFER AMERICA, LLC, a
Delaware limited liability company

By: 
Name: Joshua Slater
Its: Counsel
Date: 4/29/21

ACKNOWLEDGEMENT

STATE OF Illinois)
) : SS
COUNTY OF Lake)

Be it remembered on this 29th day of April, 2021, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Joshua Slater, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the Counsel of Kieko Americell the assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.



Brenda Garrett
Notary Public

ACKNOWLEDGEMENT

STATE OF Illinois)
) : SS
COUNTY OF Lake)

Be it remembered on this 29th day of April, 2021, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Brian Rittenberry to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the President of Kiefer Specialty Franchise the assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.

Brenda Garrett
Notary Public



SCHEDULE A

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Kiefer U.S.A. standard character mark	4643849	November 25, 2014