TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM818323

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pergo, LLC d/b/a Unilin North America, LLC		01/27/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Beasley Flooring Products, Inc.	
Street Address:	770 Uvalda Highway	
Internal Address:	P.O. Box 788	
City: Hazlehurst		
State/Country: GEORGIA		
Postal Code: 31539		
Entity Type: Corporation: GEORGIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3158799	CENTURY FLOORING

CORRESPONDENCE DATA

Fax Number:

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: 4048442768

Email: abarksdale@jamesbatesllp.com

Correspondent Name: Andrew Barksdale

Address Line 1: 3399 Peachtree Road NE

Address Line 2: **Suite 1700**

Address Line 4: Atlanta, GEORGIA 30326

NAME OF SUBMITTER:	Andrew T. Barksdale	
SIGNATURE:	/andrew barksdale/	
DATE SIGNED:	06/19/2023	

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), effective as of January 27, 2020, is made by PERGO, LLC D/B/A UNILIN NORTH AMERICA, LLC, a Delaware limited liability company ("Assignor"), in favor of BEASLEY FLOORING PRODUCTS, INC., a Georgia corporation ("Assignee").

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee, and Assignee wishes to accept and assume from Assignor, certain intellectual property of Assignor; and

WHEREAS, Assignor and Assignee have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office (the "USPTO").

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, free and clear of all liens, claims, and encumbrances, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark registrations set forth on <u>Schedule 1</u> attached hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with any goodwill connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (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 foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

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evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark 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 Trademark 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 Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR

PERGO, LLC D/B/A UNILIN NORTH AMERICA, LLC

By:

Name: Valgrie Barndy Title: Assistant Secretary

AGREED TO AND ACCEPTED:

ASSIGNEE

BEASLEY FLOORING PRODUCTS, INC.

Namer

Title:

Trademark Assignment Agreement

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Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS

Country	Mark	Status	Registration Number	Registration Date
U.S.	CENTURY FLOORING	Registered	3,158,799	October 17, 2006

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RECORDED: 06/19/2023