

08-23-1999

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Handwritten: 8/18/99

101124139

Attorney Docket No.: 14584-01-0014

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

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

Armstrong World Industries, Inc.
(a Pennsylvania corporation)

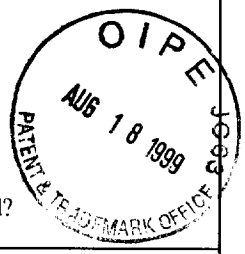
Additional name(s) & address(es) attached?

Yes No

Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies):

Name: Interface Solutions, Inc.
(a Pennsylvania corporation)
f/k/a Armstrong Industrial Specialties, Inc.



Street Address: 216 Wohlsen Way

City: Lancaster
State: Pennsylvania Zip: 17603

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1999

4. Application number(s) or patent number(s):

A. Patent Application No. (s)

B. Patent No. (s)

08/920,663	5,611,549	4,946,737
09/110,354	5,536,565	4,853,083
09/093,084	5,437,767	4,330,442
08/920,662	5,236,778	4,279,696
	5,132,061	

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maura B. Leeds, Esq.
Internal Address: Morgan, Lewis & Bockius LLP

Street Address: 101 Park Avenue
City: New York State: NY Zip: 10178-0060

6. Total number of applications and patents involved: 13

7. Total fee (37 C.F.R §3.41): \$520

Enclosed
 Authorized to be charged to deposit account 13-4520
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520
Attach duplicate of page if paying by deposit account

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.

Maura B. Leeds
Name of Person Signing

Maura B. Leeds / [Signature]
Signature

August 18, 1999
Date

08/20/1999 MTHA11 00000209 08920663

Total number of pages including cover sheet, attachments and documents: _____

01 FC:581

520.00 OP

INTELLECTUAL PROPERTY SALE AND ASSIGNMENT AGREEMENT

This Agreement, dated as of June 30, 1999, is between Armstrong World Industries, Inc., a Pennsylvania corporation ("AWI"), and Interface Solutions, Inc., a Pennsylvania corporation ("Buyer") f/k/a Armstrong Industrial Specialties, Inc. ("AISI").

WHEREAS, pursuant to the terms of the Merger Agreement, dated as of June 30, 1999, by and among AWI, AISI and AISI Acquisition Corp., a Pennsylvania corporation ("AAC") (the "Merger Agreement"), AAC will merge with and into AISI with AISI as the surviving corporation (the "Merger"); and

WHEREAS, AWI has intellectual property rights, including patents, technical and business know how and trademark rights, related to AAC's business of designing, manufacturing and distributing of gasket and specialty paper products, including felt backing for floor products (the "Business"); and

WHEREAS, in connection with the merger of AAC with and into AISI, AWI is hereby transferring to Buyer its intellectual property rights related to the Business;

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

1. Definitions

As used in this Agreement, the following defined terms shall have the meanings indicated below:

(a) “Assigned Patent Rights” means (i) all issued patents and the pending patent applications of AWI or its affiliates or subsidiaries directly related to the Business and identified in Schedule A attached hereto and (ii) all divisionals, continuations, continuations-in-part, renewals, reissues, reexaminations, and foreign counterparts of the patents and patent applications referred to in clause (i).

(b) “Assigned Know How” means the rights of AWI or its affiliates or subsidiaries in all technical knowledge and data, formulations, processes, techniques, drawings and designs, unpatented inventions, operating manuals, manufacturing and quality control procedures, trade secrets, plans, models, accumulated experience, plant and tool design, installation instructions, raw material specifications, and other know how directly related to the Business and identified on Schedule B attached hereto, and including AWI’s, its affiliates’ or subsidiaries’ rights in all copyrights embodying the foregoing.

(c) “Assigned Trademarks” means the marks identified on Schedule C attached hereto, the pending applications for federal and foreign registration and federal and foreign registrations therefor, and the goodwill developed through the use thereof.

(d) “Licensed Patents” means the (i) issued patents identified in Schedule D attached hereto and (ii) all divisionals, continuations, continuations-in-part, renewals, reissues, reexaminations, and foreign counterparts of the patents referred to in clause (i).

2. AWI hereby assigns and transfers to Buyer and/or to Buyer’s designee all of its right, title, and interest in and to the Assigned Patent Rights, and all rights and privileges related thereto, including without limitation all rights to sue others for past, present, and future acts of infringement of the Assigned Patent Rights and to retain all revenues received from others for

past acts of infringement of the Assigned Patent Rights. The parties agree that for a period of six (6) months from the Closing Date, Buyer shall have the opportunity to review AWI's, its subsidiaries' and affiliates' patents to determine whether there exist any patents not included on Schedule A attached hereto of which Buyer was previously unaware that are directly related to the Business. If Buyer so identifies any such patents during such six month period and AWI agrees that such patents are only directly related to the Business, AWI agrees to assign to Buyer all of its right, title, and interest in and to such patents, and all rights and privileges related thereto, including without limitation all rights to sue others for past, present, and future acts of infringement of such patents and to retain all revenues received from others for past acts of infringement of such patents. If AWI in good faith does not agree that such patents are only related to the Business, AWI agrees to grant Buyer an exclusive, perpetual, irrevocable, transferable, sublicensable, worldwide, fully-paid up, royalty-free license under such patents; all corresponding foreign patents; all divisionals, continuations, continuations-in-part, renewals, reissues, reexaminations, and foreign counterparts of the foregoing patents, providing that such license shall be limited to (i) the heat-shield applications in the vehicular industry, and/or (ii) the Business, and that such license shall include all other rights granted to Buyer under paragraph 8 of this Agreement.

3. AWI hereby assigns and transfers to Buyer and/or to Buyer's designee all of its right, title, and interest in and to the Assigned Know How and all rights and privileges related thereto, including without limitation all rights to sue others for past, present and future acts of misappropriation of the Assigned Know How, and to retain all revenues received from others for past acts of misappropriation of the Assigned Know How.

4. AWI hereby assigns and transfers to Buyer and/or to Buyer's designee all of its right, title, and interest in and to the Assigned Trademarks, and all rights and privileges related thereto including without limitation all rights to sue others for past, present, and future acts of infringement of the Assigned Trademarks, and to retain all revenues received from others for past acts of infringement of the Assigned Trademarks.

5. AWI hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and in foreign patent and trademark offices, as appropriate, to issue to Buyer any and all patents and trademark registrations that may be granted upon applications forming a part of the Assigned Patent Rights or Assigned Trademarks, and to index this Intellectual Property Rights Sale and Assignment Agreement against any and all of such patents and patent applications and trademark registrations and applications for trademark registration forming a part of the Assigned Patent Rights and Assigned Trademarks.

6. AWI further agrees for itself, its successors, assigns, and legally bound predecessors, without further consideration to AWI and at AWI's expense, to execute any further legal documents, including any further assignments, and to perform all acts, that may be necessary to complete the assignment of AWI's interest in and to the Assigned Patent Rights, Assigned Know How, and Assigned Trademarks. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any such legal document, and unless otherwise agreed in writing, the terms and conditions of this Agreement shall be controlling. Consequently the terms and conditions of this Agreement shall control over those of any other documents assigning any part of the Assigned Patent Rights and Assigned Know How whether executed on even date herewith or thereafter.

7. AWI hereby grants Buyer and/or Buyer's designee a worldwide, nonexclusive, fully paid up, royalty-free, perpetual, irrevocable, freely transferrable and sublicensable license, to the extent necessary for Buyer to practice the claims of the Assigned Patent Rights and the rights in the Assigned Know How, under any and all (i) patents and patent applications of AWI, its affiliates or subsidiaries existing as of the date hereof, not included within the Assigned Patent Rights, and (ii) know how of AWI, its affiliates or subsidiaries existing as of the date hereof, not included within the Assigned Know How.

8. AWI hereby grants Buyer and/or Buyer's designee an exclusive (even as to AWI), perpetual, irrevocable, transferable, sublicensable, worldwide, fully-paid up, royalty-free license under U.S. Patent Nos. 4,762,643, 5,183,704; 5,049,237; 4,990,404; and 4,877,484; all corresponding foreign patents; all divisionals, continuations, continuations-in-part, renewals, reissues, reexaminations, and foreign counterparts of the foregoing patents, providing that such license shall be limited to (i) the heat-shield applications in the vehicular industry, and (ii) the Business. Buyer shall have the right to protect its rights, including the filing of a lawsuit. AWI shall cooperate with Buyer with respect to any litigation to protect Buyer's rights, as set forth in this paragraph, including but not limited to having AWI's employees testify when reasonably requested by Buyer and to making available to Buyer any records, papers, information, specimens and the like. Buyer shall pay the reasonable expenses of AWI incurred as a direct result of its participation in legal proceedings undertaken by Buyer. Buyer shall be the sole recipient of any and all compensation obtained as a result of damages to Buyer.

9. AWI represents and warrants that neither AWI nor AISI has, prior to the date hereof, transferred or otherwise disclosed to any third party any Assigned Know How or any

trade secret, confidential and/or proprietary information of AISI directly related to the Business that was developed either on or prior to the Closing Date, except for (i) disclosures made in the ordinary course of the Business under confidentiality agreements restricting the use and disclosure of such trade secrets and proprietary information, or (ii) disclosures made in the ordinary course of the Business not under such confidentiality agreements, where such disclosure would not result in a Material Adverse Effect (as such term is defined in the Merger Agreement) on AISI or Buyer. AWI agrees that AWI shall not in the future transfer to any third party any Assigned Know How or any trade secret, confidential and/or proprietary information of AAC directly related to the Business that was developed either on or prior to the Closing Date, except that AWI shall be permitted to disclose to third parties Product Specifications, as such term is defined in the Supply Agreement, dated as of June 30, 1999, between AWI and Buyer being entered into by such parties contemporaneously herewith. AWI further represents that, as of the date hereof, it has transferred to Buyer all documentation (in all media) containing any Assigned Know How.

10. This Agreement shall be binding upon and shall inure to the benefit of both parties hereto and their respective successors and assigns. Except as otherwise expressly provided herein, this Agreement shall not be assigned by either party hereto without the express prior written consent of the other party (which consent shall not be unreasonably withheld or delayed) and any attempted assignment without such consent shall be null and void, provided that the merger or consolidation of one party into, or the sale of all or substantially all of the assets of such party to, a third party shall not be deemed to be an assignment. No such consent of AWI shall be required with respect to Buyer's collateral assignment of its rights under this

Agreement to Heller Financial, Inc., as agent, and the other lenders participating in the financing of Buyer.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania applicable to contracts executed and to be performed in such State without giving effect to the conflicts of law principles thereof.

12. This Agreement, together with the Exhibits hereto, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and dealings between the parties hereto with respect to this subject matter.

13. No agreement or understanding, oral or written, in any way purporting to modify the terms hereof shall be binding on either party hereto unless contained in a written document expressly referring to this Agreement and duly executed by both parties. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

14. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

15. The parties are independent contractors, and this Agreement does not create a partnership, joint venture or agency relationship between the parties, or any other relationship between the parties except as expressly set forth herein. Neither party has any right or authority

to assume or incur any liability or obligation on behalf of the other party except to such extent as may expressly be set forth herein.

16. This Agreement is entered into solely for the benefit of the parties hereto and no person other than the parties hereto, or their permitted successors and assigns, shall be entitled to exercise any right or enforce any obligation hereunder.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date hereof.

ARMSTRONG WORLD INDUSTRIES, INC.

By: Frank A. Riddick, III
Name: Frank A. Riddick, III
Title: Chief Financial Officer and
Senior Vice President, Finance

INTERFACE SOLUTIONS, INC.

By: _____
Name:
Title:

[Signature Page to Intellectual Property Sale Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed

as of the date hereof.

ARMSTRONG WORLD INDUSTRIES, INC.

By: _____
Name:
Title:

INTERFACE SOLUTIONS, INC.

By: Franklin L. Fox
Name: Franklin L. Fox
Title: President

[Signature Page to Intellectual Property Sale Agreement]

SCHEDULE A
ASSIGNED PATENTS AND APPLICATIONS

Pat. (App.) No. Issue (File) Date	Title	U.S. Status / Exp. Date
5,611,549 3/18/97	Gasket Structure with Tapered Bolt Area Densification	In Force 12/26/15
5,536,565 7/16/96	Liquid Sealing Gasket Sheet Materials	In Force 5/22/15
5,437,767 8/1/95	Wet-Laying Process for Making Liquid Sealing Gasket Sheet	In Force 8/1/12
5,236,778 8/17/93	Highly Filled Binder Coated Fibrous Backing Sheet	In Force 8/17/10
5,132,061 7/21/92	Preparing Gasket Compositions Having Expanded Microspheres	In Force 5/29/10
4,946,737 8/7/90	Gasket Composition Having Expanded Microspheres	In Force 9/3/07
4,853,083 8/1/89	Method of Forming Beater-Saturated Sheet Using Carbonate Ion	In Force 10/3/08
4,707,298	Flocced Mineral Materials and Water-Resistant Articles Made Therefrom	Lapsed
CA 1,215,488 12/16/86	Gasket Materials Comprising Polyester and Rice Hulls	
4,496,674	Gasket Materials Comprising Polyester and Rice Hulls	Lapsed
4,330,442 5/18/82	Asbestos Free Gasket Forming Compositions	In Force 5/7/00
4,279,696 7/21/81	Process for Forming Friction Materials	In Force 6/20/00
(920,662) (8/29/97)	High-Pressure Compression Failure Resistant and High Sealing Gasket	Pending
(920,663) (8/29/97)	High Sealing Gaskets	Pending
(110,354) (7/6/98)		
CA 1,257,053 7/11/89	Inorganic Gels and Asbestos-Free Sheet Material Made Therefrom	N/A

Pat. (App.) No. Issue (File) Date	Title	U.S. Status / Exp. Date
(093,084) (6/8/98)	Edge Coated Soft Gasket	Pending

SCHEDULE B

All compositions and formulations of gasket and specialty paper products, including felt backing for floor products, and all methods and apparatus for making gasket and specialty paper products, including felt backing for floor products; but excluding compositions and formulations directed to adhering felt to the layers of a composite structure and methods and apparatus for adhering felt to the layers of composite structure (other than compositions and formulations contained in the felt itself).

SCHEDULE C

ASSIGNED TRADEMARKS: U.S

MARK	REG. NO./FILING NO. & REG. DATE/FILING DATE	GOODS/SERVICES	CURRENT OWNER	STATUS
ACCOPAC	376,940 April 9, 1940	Gaskets, washers, and packing of cork or cork composition and for cork or cork composition in the sheet especially adapted for packing, in Class 17.	Armstrong World Industries, Inc.	1. Renewed 2. Next renewal due 4/9/00.
ACCOPAC	918,930 August 24, 1971	Fibrous compositions in the sheet especially adapted for packing, in Class 17.	Armstrong World Industries, Inc.	1. Renewed 2. Next renewal due 8/24/01.
ACCOSEAL	1,245,291 July 12, 1983	Cork and rubber gaskets, in Class 17.	Armstrong World Industries, Inc.	1. Registered 2. Next renewal due 7/12/03.
PRO-FORMANCE	2,199,482 October 27, 1998	Asbestos-free gasketing in sheet form for use with engines, transmissions, fluid measuring instruments and metering devices, in Class 17.	Armstrong World Industries, Inc.	1. Registered 2. Declaration of Use due between 10/27/03 and 10/27/04.

1-NV-96/272.2

MARK	REG. NO./FILING NO. & REG. DATE/FILING DATE	GOODS/SERVICES	CURRENT OWNER	STATUS
SYNTHESEAL	1,423,893 January 6, 1987	Asbestos free fiber gasketing sheet for use particularly in high temperature application, in Class 17.	Armstrong World Industries, Inc.	1. Registered; Combined Declaration accepted & acknowledged. 2. Renewal due 1/6/07.
THERMO-TORK	1,400,329 July 8, 1986	Asbestos-free fiber gasketing sheet for use particularly in high temperature application, in Class 17.	Armstrong World Industries, Inc.	1. Registered; Combined Declaration accepted & acknowledged. 2. Renewal due 7/8/06.

COMMON LAW TRADEMARK

VB-72

1. NV/98772.2

ASSIGNED TRADEMARKS: FOREIGN

MARK	COUNTRY	REG. NO./SERIAL NO. & REG. DATE/FILING DATE	CURRENT LISTED OWNER	STATUS
ACCOPAC	Australia	A239846 Reg. Date unknown	Armstrong Cork Co.	unknown
ACCOPAC	Canada	UCA049,872 May 6, 1954	Armstrong World Industries, Inc.	1. Renewed 2. Next renewal is due 5/6/99.
ACCOPAC	France	1,259,600 February 3, 1984	Armstrong World Industries, Inc.	1. Renewed 2. Next renewal is due 2/2/04.
SYNTHESEAL	France	1,641,160 January 29, 1991	Armstrong World Industries, Inc.	1. Registered 2. Renewal due 1/28/01.
SYNTHESEAL	Germany	2,033,049 March 23, 1993	Armstrong World Industries, Inc.	1. Registered 2. Renewal due 1/22/01.
SYNTHESEAL	Italy	617,116 May 26, 1994	Armstrong World Industries, Inc.	1. Registered 2. Renewal due 1/29/01.
ACCOPAC	Spain	739538 Reg. Date unknown	unknown	unknown
SYNTHESEAL	Sweden	234631 Reg. Date unknown	unknown	unknown

5-V-98/272.2

MARK	COUNTRY	REG. NO./SERIAL NO. & REG. DATE/FILING DATE	CURRENT LISTED OWNER	STATUS
ACCOPAC	United Kingdom	962,323 July 13, 1970	Armstrong World Industries, Inc.	1. Renewed 2. Next renewal is due 7/13/05.
SYNTHESEAL	United Kingdom	1,453,137 January 17, 1991	Armstrong World Industries, Inc.	1. Renewed 2. Next renewal due 1/17/08.

NY/98/272.2

SCHEDULE D

LICENSED PATENTS

<u>Pat. (App.) No. Issue (File) Date</u>	<u>Title</u>	<u>U.S. Status / Exp. Date</u>
5,183,704 2/2/93	Highly Microporous 2:1 Layered Silicate Materials	In Force 2/11/11
5,049,237 9/17/91	Layered Silicates and Water-Resistant Articles Made Therefrom	In Force 10/30/09
4,990,405 2/5/91	Multi-Ply Composites and Sheets of Epoxy and Flocced 2:1	In Force 4/14/09
4,762,643 8/9/88	Binders and Fibers Combined with Flocced Mineral Materials and Water-Resistant Articles Made Therefrom	In Force 6/5/07
4,877,484 10/31/89	Flocced 2:1 Layered Silicates and Water-Resistant Articles	In Force 11/17/04

1 NY/98/2/2.2

RECORDED: 08/18/1999

PATENT
REEL: 010164 FRAME: 0968
REEL: 010164 FRAME: 0968