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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Armstrong World Industries, Inc.

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **June 1, 2004**

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

Name: **AWI Licensing Company**

Internal Address: _____

Street Address: **802 West Street**City: **Wilmington** State: **DE** ZIP: **19801**Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/241,174

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Armstrong World Industries, Inc.**Internal Address: **Legal Group - B701**Street Address: **2500 Columbia Avenue****P. O. Box 3001**City: **Lancaster** State: **PA** ZIP: **17604**6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41):.....\$ **40.00**

- ☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
☒ Authorized to be charged to deposit account

8. Deposit account number:

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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.

April D. Fiedler

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:

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PATENT

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ASSIGNMENT OF UNITED STATES PATENT APPLICATION

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of this 1st day of June, 2004, (the "Effective Date"), by and between Armstrong World Industries, Inc., 2500 Columbia Avenue, P. O. Box 3001, Lancaster, Pennsylvania 17604-3001, a Pennsylvania corporation ("Assignor"), and, AWI Licensing Company, 802 West Street, Wilmington, Delaware 19801, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner of U.S. Application Serial No. 10/241,174, filed September 11, 2002, entitled "Flat Panel Sound Radiator with Fire Protective Back Box" ("the Application");

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all worldwide right, title and interest in and to the Application and all worldwide right, title and interest in and to all Letters Patent that may issue in the United States and its territories from the Application; and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Application to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to all Letters Patent that may issue in the United States and its territories from the Application and any and all reissues, corrections and extensions thereof arising in the United States and its territories, as well as all causes of action, claims, demands and other rights for, or arising from, any infringement, including past infringements, of the Application and the Letters Patent.
2. Assignor represents and warrants to Assignee that: (i) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Application and (ii) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Application.
3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with the entire right, title and interest in and to the Application, free and clear of all liens, claims, licenses or other encumbrances.
4. Assignor further agrees, without further consideration, to perform or cause to be performed such other lawful acts and to execute or cause to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, 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 each of the rights hereby conveyed.

IN WITNESS WHEREOF, the party executing below has caused this Assignment to be duly executed on behalf of the Assignor as of the Effective Date.

ASSIGNOR:

ARMSTRONG WORLD INDUSTRIES, INC.

By: *BGM* Date: June 1, 2004

Printed Name: Bruce J. Wolstoncroft

Title: General Intellectual Property Counsel

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF LANCASTER)

Before me, a Notary Public for said County, personally appeared Bruce J. Wolstoncroft and, being by me first duly sworn, stated that he is duly authorized by Armstrong World Industries, Inc. to execute this document as a duly authorized act of such corporation.

WITNESS my hand and notarial seal, this 1st day of June, 2004.

Linda A. Hornish
Signature of Notary Public

