

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT OF PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
CLAUDE R. RUPP	03/18/2011
RECEIVING PARTY DATA	
Name:	Armstrong World Industries, Inc.
Street Address:	2500 Columbia Ave.
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5719227
Patent Number:	5643677
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	17168.0040.E.MIN
NAME OF SUBMITTER:	Vindra Richter
Total Attachments: 4 source=CRR 399 005 17168-0040#page1.tif source=CRR 399 005 17168-0040#page2.tif source=CRR 399 005 17168-0040#page3.tif source=CRR 399 005 17168-0040#page4.tif	

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PATENT  
 REEL: 026731 FRAME: 0611

## CONFIRMATORY ASSIGNMENT OF PATENTS

This CONFIRMATORY ASSIGNMENT OF PATENTS (this "Confirmatory Assignment") is made and entered into by and between Claude R. Rupp, an individual ("Inventor") and ARMSTRONG WORLD INDUSTRIES, INC., a Pennsylvania corporation ("Armstrong").

### WITNESSETH:

WHEREAS, Inventor was employed by Armstrong at the time Inventor created, invented, assisted with, or participated in any other manner with the Assigned Patents (as defined below);

WHEREAS, Inventor is currently listed as the record owner of the Assigned Patents in the U.S. Patent and Trademark Office database;

WHEREAS, in accordance with the terms of Inventor's employment with Armstrong, Armstrong is the rightful owner of all right, title and interest, in, under and to the Assigned Patents; and

WHEREAS, in order to fully comply with the terms of Inventor's employment with Armstrong, Inventor and Armstrong have agreed to enter into this Confirmatory Assignment, providing for the assignment from Inventor to Armstrong of all of Inventor's right, title and interest in, under and to the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assigned Patents. "Assigned Patents" means the issued patents and pending patent applications listed on Schedule 1 attached hereto.

2. Confirmatory Assignment. In accordance with and subject to the terms of this Confirmatory Assignment, Inventor hereby assigns, transfers and conveys to Armstrong all of Inventor's right, title and interest in, under and to the Assigned Patents, including provisional applications, substitutions, continuations, continuations-in-part, divisions and renewals thereof and any patents granted thereon, patents-of-addition, reissues, reexaminations, confirmations, re-registrations, and extensions or restorations by existing or future extension or restoration mechanisms thereof (including supplementary protection certificates or the equivalent thereof), and foreign counterparts of any of the foregoing, together with any claims and the right to make claims against third parties for infringement or other violation of any of the Assigned Patents, whether for any past, present or future infringement or other violation, including the right to settle and retain proceeds from any such claims, and any right or any future right to receive royalties based on any such claim.

3. Parties in Interest. This Confirmatory Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Counterparts. This Confirmatory Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

5. Governing Law. This Confirmatory Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania as applied to contracts made and performed entirely in the State of Pennsylvania without giving effect to the choice of law principles of the State of Pennsylvania that would require or permit the application of the laws of another jurisdiction.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Confirmatory Assignment as of the date written below.

**CLAUDE R. RUPP**

By: Claude R. Rupp

Name:

Title: Retired

Date:

3/18/2011

**ARMSTRONG WORLD INDUSTRIES,  
INC.**

By: John Olivo

Name: JOHN OLIVO

Title: SR. IP ATTORNEY

Date:

4/5/2011

SIGNATURE PAGE TO PATENT ASSIGNMENT

**PATENT**  
**REEL: 026731 FRAME: 0614**

**Schedule I**

Patent
5719227 - Coating composition
5643677 - Aminoplast/polyurethane wear layer for PVC support surface