

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Mary Beth Grubb	09/20/2012
RECEIVING PARTY DATA	
Name:	Armstrong World Industries, Inc.
Street Address:	2500 Columbia Avenue
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5643677
CORRESPONDENCE DATA	
Fax Number:	2123108007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2123108000
Email:	rachel.vigneaux@weil.com, brian.lee@weil.com
Correspondent Name:	Rachel Vigneaux
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153
ATTORNEY DOCKET NUMBER:	17168.0040/RACHEL VIGNEAU
NAME OF SUBMITTER:	Rachel Vigneaux
Total Attachments: 4 source=Declaration GRUBB#page1.tif source=Declaration GRUBB#page2.tif source=Declaration GRUBB#page3.tif source=Declaration GRUBB#page4.tif	

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PATENT

DECLARATION CONFIRMING ASSIGNMENT OF PATENT

BY

ARMSTRONG WORLD INDUSTRIES, INC.

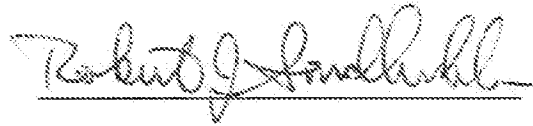
September 20, 2012

I, Robert J. Sandkuhler, declare as follows:

1. I am Vice President, Employment & Litigation at Armstrong World Industries, Inc. (AWI)
2. Pursuant to an agreement, dated as of June 1, 1981 (the "Agreement"), by and between Mary Beth Grubb ("Grubb") and AWI, attached hereto as Exhibit A, Grubb agreed to assign to AWI her "sole and exclusive right, title and interest in and to [any] improvements, inventions, applications and patents" that she "may conceive or make" during her employment with AWI.
3. On September 15, 1994, AWI submitted patent application 08306529 to the United States Patent and Trademark Office, listing Grubb, Joseph P. Feifer, Claude R. Rupp Jr. and William T. Sigman as the inventors of said patent. On July 1, 1997, said patent was issued under patent number 5643677 (the "Patent").
4. On March 12, 2011, Joseph P. Feifer executed a Confirmatory Assignment of Patents, assigning his interest in the Patent to AWI.
5. On March 18, 2011, Claude R. Rupp executed a Confirmatory Assignment of Patents, assigning his interest in the Patent to AWI.
6. On March 12, 2011, William Sigman executed a Confirmatory Assignment of Patents, assigning his interest in the Patent to AWI.
6. After diligent effort, AWI unsuccessfully attempted to locate Grubb to execute a Confirmatory Assignment of Patents. Grubb was employed by AWI between June 1, 1981 and September 29, 1995. Her last known address is: 10 Terrace Avenue, Stevens, PA 17578.
7. Pursuant to the Agreement, Grubb was required to assign her entire interest in the Patent to AWI.
8. As a result of AWI's diligent, but unsuccessful attempts to locate Grubb, AWI now files this Declaration Confirming Assignment of Patent.
9. The information contained in this Declaration Confirming Assignment of Patent and the Agreement submitted herewith is true and correct.

[The remainder of this page is intentionally left blank.]

This Declaration Confirming Assignment of Patent has been duly executed as of the first date written above.

A handwritten signature in cursive script, reading "Robert J. Sandkuhler", written over a horizontal line.

Name: ROBERT J. SANDKUHLER

Title: VP, EMPLOYMENT & LITIGATION

Exhibit A

Agreement

Agreement

THIS AGREEMENT, entered into at Lancaster, Lancaster County, Pennsylvania, this 7 day of June, A. D. 19 71, by and between Armstrong World Industries, Inc., a corporation of the Commonwealth of Pennsylvania, hereinafter called the Employer, and Mary Beth Grubb, hereinafter called the Employee. WITNESSETH:

WHEREAS, the Employer and its affiliated companies are engaged respectively in the manufacture, sale and installation of certain products (Building Products and Interior Furnishings, including resilient flooring, ceiling systems, furniture and carpets and a broad range of specialty products for industry), and own or control numerous patents applicable thereto and may become engaged from time to time in the production or manufacture of other and different products or commodities, and acquire or produce additional products, methods, processes and formulae which constitute a part of the assets of the Employer and its affiliated companies; and

WHEREAS, in connection with the study of the problems relating to such production and manufacture and the discovery, improvement and perfection of inventions, many of the employees of the Employer, even though not directly engaged in such production and manufacture, are informed, by reason of the nature of their duties, with respect to such inventions (including the inventions of said affiliated companies) and from time to time are enabled to contribute inventions or improvements on those already existing; and

WHEREAS, Employee desires to enter or continue in the employment, as the case may be, of said Employer, and to such extent as may be possible to cooperate in the improvement of the inventions, products, methods and formulae of the Employer and its affiliated companies; and

WHEREAS, said Employee may be transferred temporarily or permanently to one or more of the affiliated companies of the Employer;

NOW, THEREFORE, in consideration of the premises and of the respective mutual promises and agreements hereinafter set forth, Employer and Employee, intending to be legally bound hereby, promise and agree each with the other as follows:

First: That the term "affiliated companies" shall mean the subsidiary and associated companies of the Employer, foreign and domestic.

Second: That any and all improvements, discoveries and inventions which Employee may conceive or make during the period of employment, relating or in any way appertaining to or connected with any of the matters which have been or during said period may become the subject of the investigation of the Employer and/or any of its affiliated companies, or in which Employer and/or any of its affiliated companies has been or during said period may become interested, shall be the sole and exclusive property of Employer or its nominee; and whenever requested so to do by Employer, Employee shall execute and assign any and all applications, assignments, extensions and renewals at any time, and other instruments which Employer shall deem necessary in order to apply for and obtain Letters Patent of the United States and/or foreign countries for said improvements or inventions and in order to assign and convey to Employer or its nominee the sole and exclusive right, title and interest in and to said improvements, inventions, applications and patents, and the Employee agrees upon request of the Employer to testify in any proceedings involving any such Letters Patent or applications for Letters Patent.

Third: That all processes, drawings, data, reports, maps, plans, documents, business secrets and information of any kind, pertaining to any production or manufacture engaged in or planned by the Employer or any of its affiliated companies during the term of the Employee's employment, learned of or obtained by the Employee during said period from the Employer or any of its affiliated companies, or from any of the employees of the Employer or its affiliated companies or from any source whatsoever, shall be disclosed promptly by the Employee to the Employer if it has not been fully advised in regard thereto, and such of them as are not available to the public generally, for example, by printed publication, shall be regarded and kept by the Employee as secret and confidential during and subsequent to his employment and for as long after employment as the above retains a degree of confidentiality which gives value to its exclusion from competitors, and the rights thereto, both foreign and domestic, as between the Employee and Employer, shall belong to the Employer.

Fourth: That Employer shall employ Employee, or continue employment (as the case may be), at a wage or salary to be mutually agreed upon between the parties for such length of time as shall be agreeable to Employer and Employee. The Employee agrees that all of the undertakings and commitments on Employee's part to be performed herein shall be binding regardless of any change or changes in the amount or rate of remuneration received from the Employer hereunder.

Fifth: That Employee's obligation to execute the papers referred to in Paragraph Second shall continue beyond the termination of the period of employment with respect to any and all improvements or inventions conceived or made by Employee during the period of said employment, and such obligations shall be binding on the assigns, executors, administrators or other legal representatives of Employee.

Sixth: That the expense of applying for and obtaining Letters Patent on said improvements and inventions shall be borne entirely by Employer or its affiliated companies.

Seventh: That this agreement is and shall be construed to be divisible and separable with the effect that, if any provision or provisions hereof shall at any time be found or declared invalid or unenforceable, such finding or declaration shall not impair the remaining provisions hereof, but the same shall remain valid and enforceable.

Eighth: This agreement shall be binding upon and inure to the Employer, its affiliated companies, and their respective successors and assigns, and shall be binding upon and inure to the Employee and the Employee's personal representatives.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the day and year first above written.

Mary Beth Grubb
Signature of Employee

ARMSTRONG WORLD INDUSTRIES, INC.

Karen L. Yeager
Signature of Witness

By [Signature]