

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDG Operations, LLC		09/13/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Mannington Mills, Inc.		
Street Address:	75 Mannington Mills Rd		
City:	Salem		
State/Country:	NEW JERSEY		
Postal Code:	08079		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6259546	ATLAS MASLAND AM	
Registration Number:	4639468	AVANT CONTRACT	
Registration Number:	6164203	CALIBRÉ HIGH PERFORMANCE LVT	
Registration Number:	5930660	LIPOSHION	
Registration Number:	2010824	HARDWEAR	
Serial Number:	90524942	SUSTAINA	
Serial Number:	97067884	1866 BY MASLAND	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	4103328784		
Email:	sherry.flax@saul.com		
Correspondent Name:	Sherry Flax		
Address Line 1:	1001 Fleet Street		
Address Line 2:	Suite 900		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	947083.00001		
NAME OF SUBMITTER:	Sherry Flax		

OP \$190.00 6259546

SIGNATURE:	/sherry flax/
DATE SIGNED:	06/01/2023
Total Attachments: 10 source=MANNIntellectual Property Assignment#page1.tif source=MANNIntellectual Property Assignment#page2.tif source=MANNIntellectual Property Assignment#page3.tif source=MANNIntellectual Property Assignment#page4.tif source=MANNIntellectual Property Assignment#page5.tif source=MANNIntellectual Property Assignment#page6.tif source=MANNIntellectual Property Assignment#page7.tif source=MANNIntellectual Property Assignment#page8.tif source=MANNIntellectual Property Assignment#page9.tif source=MANNIntellectual Property Assignment#page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of September 13, 2021, is made by TDG Operations, LLC, a Georgia limited liability company (“**Seller**”), located at 475 Reed Road, Dalton, GA 30720 in favor of Mannington Mills, Inc., a New Jersey corporation (“**Buyer**”), located at 75 Mannington Mills Road, Salem, New Jersey 08079, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and between Buyer and Seller, dated as of September 13, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

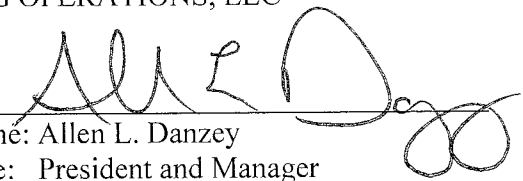
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

TDG OPERATIONS, LLC

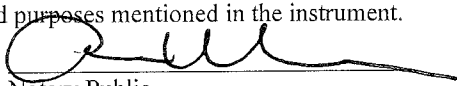
By: 
Name: Allen L. Danzey
Title: President and Manager
Address for Notices:

475 Reed Road
Dalton, GA 30720

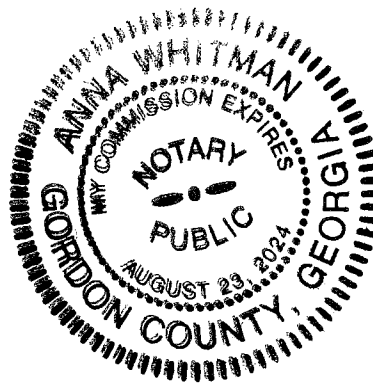
ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Gordon)SS.
)

On the 13th day of September, 2021 before me personally appeared Allen Danzey personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the President of TDG Operations LLC the Seller, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of Allen Danzey for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Anna Whitman

My Commission Expires: 8/23/2024



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

AGREED TO AND ACCEPTED:

MANNINGTON MILLS, INC.

By: *Scott Salerni*

Name: Scott Salerni

Title: Vice President & General Counsel

Address for Notices:

75 Mannington Mills Road

Salem, New Jersey 08079

ACKNOWLEDGMENT

STATE OF NEW JERSEY

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)SS.

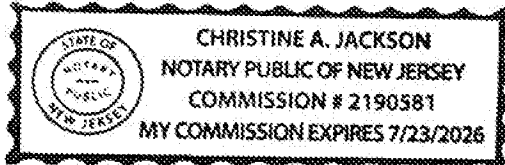
COUNTY OF SALEM _____

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On the 13th day of September, 2021 before me personally appeared Scott Salerni, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Vice President and General Counsel of Mannington Mills, Inc., and acknowledged the instrument to be the free act and deed of Mannington Mills, Inc. for the uses and purposes mentioned in the instrument.

Christine A. Jackson
Notary Public Printed Name:

My Commission Expires: 7/23/26



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

U.S. PATENT REGISTRATION NO.	DATE	DESCRIPTION	PRODUCT
No. 6,890,615 B2	2005	STRAIGHT STITCH CARPETS WITH ONE OR MORE PRE-DEFINED TRIM LINES AND METHODS OF THEIR MANUFACTURE USING TUFTING EQUIPMENT	Applies to all loop carpet and/or cut and loop carpet

Patent Applications

None

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Trademarks

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Masland/Avant Copyrights

Masland/Avant Copyrights

Masland/Avant Copyrights

Masland/Avant Copyrights