

Exhibit 10.2

Execution Version

INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), dated as of December 31, 2018 (the "Effective Date") is entered into by and between Armstrong Flooring, Inc., a Delaware corporation ("Seller") and AFI Licensing LLC, a Delaware limited liability company ("Licensing" and together with Seller, "Arizona") and AHF Holding, Inc. (formerly known as Tarzan HoldCo, Inc.), a Delaware corporation ("Buyer") and Armstrong Hardwood Flooring Company, a Tennessee corporation (the "Company" and together with Buyer the "Buyer Entities") (each of Arizona on the one hand and the Buyer Entities on the other hand, a "Party" and collectively, the "Parties").

WHEREAS, Seller and Buyer have entered into that certain Stock Purchase Agreement, dated November 14, 2018 (the "Stock Purchase Agreement");

WHEREAS, pursuant to the Stock Purchase Agreement, Seller has agreed to sell and transfer, and Buyer has agreed to purchase and acquire, all of Seller's right, title and interest in and to Armstrong Wood Products, Inc., a Delaware corporation ("AWP") and its Subsidiaries, the Company and HomerWood Hardwood Flooring Company, a Delaware corporation ("HHFC," and together with the Company, the "Company Subsidiaries" and together with AWP, the "Company Entities" and each a "Company Entity") by way of a purchase by Buyer and sale by Seller of the Shares, all upon the terms and condition set forth therein;

WHEREAS, Arizona owns certain Copyrights, Know-How, Patents and Trademarks which may be used in the Company Field, and in connection with the transactions contemplated by the Stock Purchase Agreement the Company desires to acquire all of Arizona's right, title and interest in and to such Intellectual Property used exclusively in the Company Field, and obtain a license from Arizona to use other such Intellectual Property on the terms and subject to the conditions set forth herein;

WHEREAS, Seller is signatory to the Trademark License Agreement pursuant to which Seller obtains a license to the Arizona Licensed Trademarks;

WHEREAS, the Company desires to obtain a sublicense to use the Arizona Licensed Trademarks in the Company Field;

WHEREAS, Arizona has obtained consent from all counterparties to the Trademark License Agreement to grant to the Company the sublicenses to the Arizona Licensed Trademarks included in this Agreement; and

WHEREAS, the Company Entities own certain Copyrights and Know-How which may be used in the Arizona Field, and in connection with the transactions contemplated by the Stock Purchase Agreement, Arizona desires to obtain a license from the Company Entities to use such Intellectual Property on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Source: ARMSTRONG FLOORING, INC., 8-K, 1/7/2019