

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/10/2006		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Gardner-Fields LLC		05/09/2012	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
Name:	Gardner Asphalt Corporation		
Street Address:	4161 E 7th Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2419526	RAINSHIELD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4073842601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	407-384-6156		
Email:	trademarks@briangibbons.com		
Correspondent Name:	Brian Gibbons		
Address Line 1:	3936 S. Semoran Blvd. Ste 330		
Address Line 4:	Orlando, FLORIDA 32822		
NAME OF SUBMITTER:	Brian Gibbons		
Signature:	/Brian Gibbons/		
Date:	05/09/2012		
Total Attachments: 1 source=Gardner - Gardner-Fields nunc pro tunc assignment (executed)#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT (NUNC PRO TUNC)

WHEREAS, Gardner-Fields LLC ("Gardner-Fields") acquired all of the assets of the now defunct Fields Corporation, including rights in and ownership to any and all trademarks owned by Fields Corporation, together with the goodwill of the business in connection with which the marks have been used.

WHEREAS, on September 10, 2006, Gardner-Fields transferred all rights in and ownership to the marks, together with the goodwill, to Gardner Asphalt Corporation, a Delaware corporation whose address is 4161 E 7th Avenue, Tampa, FL 33605, and Gardner Asphalt Corporation accepted such transfer.

NOW, THEREFORE, for purposes of memorializing this assignment, Gardner-Fields and Gardner Asphalt Corporation agree as follows:

TERMS AND CONDITIONS

Section 1 – Acquisition. Gardner-Fields hereby represents and warrants that, pursuant to a plan of liquidation, it obtained the assets of Fields Corporation, including all rights in and ownership to any and all trademarks owned by Fields Corporation, together with the goodwill of the business in connection with which the marks had been used and all accompanying registrations.

Section 2 – Assignment. Gardner-Fields agrees that, for good and valuable consideration, receipt of which is hereby acknowledged, Gardner-Fields assigned unto Gardner Asphalt Corporation nunc pro tunc effective as of September 10, 2006, all right, title and interest in and to all trademarks owned by Gardner-Fields, including without limitation the mark RAINSHIELD, together with the goodwill of the business in connection with which the marks have been used, any registrations which have issued for such marks, and the right (but not the obligation) to assert such marks and other assigned rights to collect for past, present or future infringement and claims for damages and the proceeds thereof.

IN WITNESS WHEREOF, Gardner-Fields and Gardner Asphalt Corporation have executed this Agreement on the 9<sup>th</sup> day of May, 2012.

GARDNER-FIELDS LLC  
(Assignor)

By:



Sean Poole  
CFO, Gardner-Fields LLC

GARDNER ASPHALT CORPORATION:  
(Assignee)

By:



Sean Poole  
CFO, Gardner Asphalt Corporation