TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KBRS, Inc.		10/19/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Thomas A. Davis Jr.
Street Address:	25-F Telfair Place
City:	Savannah
State/Country:	GEORGIA
Postal Code:	31415
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85583839	KBRS INNOVATIVE SHOWER SYSTEM HARD CORE
Serial Number:	85584917	KBRS INNOVATIVE SHOWER SYSTEMS
Serial Number:	85583597	KBRS
Registration Number:	3359052	TILE-BASIN

CH $115.00 85583839

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: tdavis@kbrsinc.com
Correspondent Name: Thomas A. Davis, Jr.
Address Line 1: 25-F Telfair Place
Address Line 4: Savannah, GEORGIA 31415

ATTORNEY DOCKET NUMBER:	17739-1
NAME OF SUBMITTER:	Matthew C. Henderson

Signature:	/Matthew C. Henderson/
Date:	10/22/2012

Total Attachments: 7
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AGREEMENT REGARDING THE OWNERSHIP OF CERTAIN INTELLECTUAL PROPERTY

This Agreement Regarding the Ownership of Certain Intellectual Property (this "Agreement ") is made and entered into effective as of this 19 day of October, 2012 (the "Effective Date ") by and between KBRS, Inc. d/b/a KBRS Manufacturing, Inc. ("KBRS"), Davis Systems, Inc. ("DSI") (each an "Assignor" and collectively the "Assignors") and Thomas A. Davis, Jr., an individual (the "Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties."

BACKGROUND

Assignee is involved in certain business operations that are operated, in part, through Assignors.

The Parties acknowledge and agree that Assignee is the rightful owner of all right, title, and interest in and to the patents, trademarks, and intangible assets described in this Agreement (the "Intellectual Property").

The Parties desire to clarify the ownership of the Intellectual Property to avoid confusion and false claims going forward.

The Parties therefore enter into this Agreement, which acknowledges and otherwise assigns the Intellectual Property to Assignee in order to provide a record of the ownership of the Intellectual Property.

The Assignors authorize and request the Commissioner of Patents and Trademarks to issue any and all trademarks and patents of the United States resulting from the assigned patents, assigned trademarks, and Intellectual Property and from any and all divisions, continuations, and reissues thereof, to Thomas A. Davis, Jr., as assignee of Assignors' entire interest, and hereby covenant that Assignors have the full right to convey the entire interest herein assigned, and that Assignors have not executed and will not execute any agreement in conflict herewith with the United States Patent and Trademark Office ("USPTO").

AGREEMENT

The parties therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Assignment of Trademarks. Assignors hereby transfer, convey, assign and deliver to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule 1 hereto, including those marks for which registration with the United States Patent and Trademark Office ("USPTO") has been obtained or sought, and those marks for which registration with the USPTO has not been obtained or sought, (ii) all registrations and applications for registrations thereof for those marks for which registration with the USPTO has been obtained or sought, and in and to all renewals and extensions

thereof, and (iii) the goodwill connected with the use of the trademarks set forth in Schedule 1 and symbolized thereby (collectively, the "Assigned Trademarks").

2. Assignment of Patents. Assignors hereby transfer, convey, assign and deliver to Assignee, and Assignee accepts, all right, title and interest of Assignors in and to the patents set forth in Schedule 2 hereto, and any patents resulting from the inventions disclosed or claimed therein, including any and all reissues, re-examinations, continuations, divisionals or continuation-in-part applications and patents thereof, and any foreign counterpart applications and patents, as well as any improvements to the inventions disclosed or claimed in such applications and patents (the "Assigned Patents").

3. Transfer of Intangible Assets. Assignors hereby transfer, convey, assign and deliver to Assignee, and Assignee accepts, all right, title, and interest of Assignors in and to the goodwill and all other intangible assets currently used in connection with the Assigned Trademarks and the Assigned Patents, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Rights and Privileges. Assignor acknowledges and agrees that all rights and privileges, including, without limitation, the right to sue for and receive all damages from past, present, and future infringements of the Assigned Trademarks, the Assigned Patents, and the Assigned Intangible Assets, shall be held and enjoyed by Assignee and its successors and assigns.

5. Authorization. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark applications and/or registrations and patent applications and/or patents (including any applications pursuant to the Patent Cooperation Treaty) for registration of trademarks and patents, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Trademarks and the Assigned Patents.

6. Further Assurances. At the request of Assignee, Assignors shall make, execute and deliver such documents as may be needed or reasonably requested by Assignee in protecting its rights in any Assigned Trademarks, Assigned Patents, or Assigned Intangible Assets or to give effect to the provisions of this Agreement.

7. Successors. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignors and Assignee.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Georgia without giving effect to the conflict of laws rules thereof.

9. Consideration. The Parties acknowledge that the provisions of this Agreement are adequate consideration for forming a binding contract.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings between the parties relating to the subject matter hereof.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

Schedule 1

Assigned Trademarks

1. USPTO Trademark Registration Number 3,359/052, Serial Number 77/152532, for the word mark "TILE-BASIN", filed on April 10, 2007, and issued on December 25, 2007;

2. USPTO Trademark Application Serial Number 85/583,839, for design plus word mark "KBRS INNOVATIVE SHOWER SYSTEM HARD CORE", filed on March 29, 2012; and

3. USPTO Trademark Application Serial Number 85/584,917, for design plus word mark "KBRS INNOVATIVE SHOWER SYSTEMS", filed on March 30, 2012.

4. USPTO trademark application Serial Number 85/583,597, for word mark "KBRS", filed on March 29, 2012.

5. ShowerSlope™

6. ShowerBase™

7. ShowerSeat™

8. ShowerNiche™

9. ShowerSeal™

10. Hard Curb™

Schedule 2

Assigned Patents

1. USPTO Patent Number 6,003,169, dated December 21, 1999, for Solid Surface Shower Pan, Inventor: Thomas A. Davis, Jr., Assignee: Davis Systems, Inc.;

2. USPTO Patent Number 8,181,288 B1, dated May 22, 2012, for Waterproof Base and Methods of Fabrication and Installation, Inventor: Thomas A. Davis, Jr., Assignee: KBRS Manufacturing, Inc.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment to be effective as of the Effective Date.

ASSIGNOR

KBRS, Inc.

By: _____

Title: _____

I, _____, Notary Public under the laws of _____, do hereby certify that _____, referred to herein as "Assignee," did personally appear before me this day and acknowledged the due execution of the foregoing instrument in writing.

Witness my hand and seal, this _____ day of October, 2012.

My Commission Expires: 2-28-2016

_____ [SEAL]

NOTARY PUBLIC

THERESA J. BYERS NOTARY PUBLIC EXPIRES GEORGIA Feb. 28, 2016 CHATHAM COUNTY

ASSIGNOR

Davis Systems, Inc.

By: _____

Title: _____

I, _____, Notary Public under the laws of _____, do hereby certify that _____, referred to herein as "Assignee," did personally appear before me this day and acknowledged the due execution of the foregoing instrument in writing.

Witness my hand and seal, this 19 day of October, 2012.

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NOTARY PUBLIC

THERESA J. BYERS NOTARY PUBLIC EXPIRES GEORGIA Feb. 28, 2016 CHATHAM COUNTY

ASSIGNEE

Thomas A. Davis, Jr.

_____

I, _____, Notary Public under the laws of _____, do hereby certify that _____, referred to herein as "Assignor," did personally appear before me this day and acknowledged the due execution of the foregoing instrument in writing.

Witness my hand and seal, this _____ day of October, 2012.

My Commission Expires: 2-28-2016

_____ [SEAL]

NOTARY PUBLIC

THERESA J. BYERS
NOTARY PUBLIC
EXPIRES
GEORGIA
Feb. 28, 2016
CHATHAM COUNTY