

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
W.P. HICKMAN COMPANY		12/31/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	OMG ROOFING, INC.		
Street Address:	153 BOWLES RD		
City:	AGAWAM		
State/Country:	MASSACHUSETTS		
Postal Code:	01001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1266849	HICKMAN	
Registration Number:	1266848		
Registration Number:	1304707	ECONOSNAP	
Registration Number:	1304706	PERMASNAP	
Registration Number:	1307645	SAFEGUARD	
Registration Number:	1600356	THE LEADING EDGE	
Registration Number:	1603398	METAL-LOCK	
Registration Number:	2255288	MBED	
Registration Number:	3967684	ECOEDGE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8605279211		

900244467

TRADEMARK
 REEL: 004944 FRAME: 0541

CH \$240.00 1266849

Email: alixyaleristas@gmail.com
Correspondent Name: NANCY KENNEDY
Address Line 1: 750 MAIN ST
Address Line 2: ALIX, YALE & RISTAS, LLP
Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	OMGHES/M600
NAME OF SUBMITTER:	NANCY KENNEDY
Signature:	/NANCY KENNEDY/
Date:	01/16/2013

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated December 31, 2012 and is between W.P. Hickman Company, a North Carolina corporation ("Seller") and OMG Roofing, Inc., a Delaware corporation ("Buyer").

On December 31, 2012, Seller and Buyer entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Seller agreed to sell and assign to Buyer all of Seller's title, rights and interest in and to the U.S. federal Trademark Registrations and the U.S. Intent to Use Applications, set forth on Schedule A (the "Marks"). Seller and Buyer wish to document the formal assignment to Purchaser of all of Seller's title, interest and rights in and to the Marks and the goodwill associated therewith.

The parties, intending to be legally bound, agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Buyer Seller's entire right, title, and interest in and to the Marks together with the goodwill and the business in connection with which the Marks are used and which is symbolized by the Marks, and all registrations and applications therefore, in the United States of America, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States of America, nor or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.
2. Seller authorizes the Commissioner for Patents and Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Marks are properly assigned to Buyer, or any assignee or successor thereto.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. This Assignment is not intended to confer any rights or remedies upon any Person other than the parties hereto.
4. This Assignment is executed pursuant to the terms of the Purchase Agreement, and is intended to incorporate, implement and be consistent with the terms and conditions of the Purchase Agreement. In case of any conflict between the provisions of this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail.
5. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

6. This Assignment shall be construed under the Laws of the State of North Carolina, United States of America. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any State or Federal court sitting in Greensboro, North Carolina over any suit, action or proceeding arising out of or relating to this letter. Each of the parties hereby agrees that service of any process, summons, notice or document by U.S. registered mail addressed to it at the address set forth in the Purchase Agreement shall be effective service of process for any action, suit or proceeding brought against it in any such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon it and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon such judgment.

[SIGNATURES ON NEXT PAGE]

EXECUTION VERSION

Seller and Buyer have executed this Assignment as of the date set forth above.

W.P. HICKMAN COMPANY

By: _____

Name:

Title:

OMG ROOFING, INC.

By: Hubert T. McGovern


Name: Hubert T. McGovern

Title: President

EXECUTION VERSION

Seller and Buyer have executed this Assignment as of the date set forth above.

W.P. HICKMAN COMPANY

By: 

Name: W. SCOTT HICKMAN

Title: PRESIDENT

OMG ROOFING, INC.

By: _____

Name:

Title:

EXECUTION VERSION

SCHEDULE A

Marks

KCLH= Kennedy, Covington, Lobdell and Hickman

HDP= Harness, Dickey, Pierce (old)

* No case number assigned by Harness Dickey and Pierce, Patent Attorneys.

All other I.P. files as of 2001 were transferred from Harness Dickey to Kennedy, Covington

Registered Trademarks

"HICKMAN"

"The Leading Edge"

Stylized Gravelstop Logo



"Safeguard"

"Econosnap"

"Dirac"

"Permasnap"

"Metal-Lock"

"15-Year Umbrella Logo"

EcoEdge

"MBED"

EXPIRES 2019