

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/29/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gardner-Gibson Inc.		10/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gardner Industries
Street Address:	P.O. Box 5449
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33675
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3226355	READY ROAD REPAIR

CORRESPONDENCE DATA

Fax Number: 4073842601  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 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:	10/10/2013

Total Attachments: 1  
 source=Assignment - GAC - Ready Road Repair#page1.tif

OP \$40.00 3226355

TRADEMARK ASSIGNMENT AGREEMENT (NUNC PRO TUNC)

WHEREAS, on April 29, 2010, Gardner-Gibson, Inc. ("Gardner-Gibson") acquired rights in and ownership to the Ready Road Repair trademark owned by Golden Prizm, Inc., together with the goodwill of the business in connection with which the mark has been used.

WHEREAS, upon acquisition of this trademark on April 29, 2010, Gardner-Gibson transferred all rights in and ownership to this trademark, together with the goodwill, to its parent company, Gardner Industries, a Delaware corporation whose address is 4161 E 7th Avenue, Tampa, FL 33605, and Gardner Industries accepted such transfer.

NOW, THEREFORE, for purposes of memorializing this assignment, Gardner-Gibson and Gardner Industries agree as follows:

TERMS AND CONDITIONS

Section 1 – Acquisition. Gardner-Gibson hereby represents and warrants that, pursuant to a purchase agreement with Golden Prizm, Inc., it obtained all rights in and ownership to the READY ROAD REPAIR trademark, together with the goodwill of the business in connection with which the marks had been used and all accompanying registrations, including Registration No. 3226355.

Section 2 – Assignment. Gardner-Gibson agrees that, for good and valuable consideration, receipt of which is hereby acknowledged, Gardner-Gibson assigned unto Gardner Industries nunc pro tunc effective as of April 29, 2010, all right, title and interest in and to all trademarks it acquired from Golden Prizm, Inc., including without limitation the mark READY ROAD REPAIR, 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, including without limitation any and all rights in and to Registration No. 3226355.

IN WITNESS WHEREOF, Gardner-Gibson and Gardner Industries have executed this Agreement on the 10th day of October, 2013.

GARDNER-GIBSON, INC.  
(Assignor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Sean Poole

CFO

GARDNER INDUSTRIES:  
(Assignee)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Sean Poole

CFO