

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
USA Shade & Fabric Structures, Inc.		01/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shade Structures, Inc.		
Street Address:	878 East U.S. Highway 60		
City:	Monett		
State/Country:	MISSOURI		
Postal Code:	65708		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2852612		
Registration Number:	3089529	SUN PORTS	
Registration Number:	3144258		
Registration Number:	3873739	VPS	
Registration Number:	3880233	SHADE STRUCTURES	
Registration Number:	3886608	SUN PORTS	
Registration Number:	3902135	UV MAN	
Registration Number:	3908311	USA SHADE & FABRIC STRUCTURES, INC.	
Registration Number:	3958047	SHADE CONCEPTS	
CORRESPONDENCE DATA			
Fax Number:	3142382401		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-238-2400		

CH \$240.00 2852612

Email: bcreley@polsterlieder.com
Correspondent Name: Jonathan P. Soifer
Address Line 1: 12412 Powerscourt Drive
Address Line 2: Suite 200
Address Line 4: St. Louis, MISSOURI 63131

ATTORNEY DOCKET NUMBER:	SHST G001
NAME OF SUBMITTER:	Jonathan P. Soifer
Signature:	/Jonathan P. Soifer/
Date:	02/11/2014

Total Attachments: 9

source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page1.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page2.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page3.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page4.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page5.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page6.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page7.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page8.tif
source=Intellectual Property Assignment Agreement -USA Shade & Fabric to Shade Structures#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is made effective as of January 30, 2014 (the “*Closing Date*”), by and among Shade Structures, Inc., a Delaware corporation (the “*Purchaser*”), on the one hand, and USA Shade & Fabric Structures, Inc., a Delaware corporation (the “*Company*”), Shade Manufacturing, Inc., a Delaware corporation (“*Shade Manufacturing*”), and GCDJ Holdings, Inc., a Delaware corporation (the “*Parent*”), on the other hand. The Purchaser, the Company, Shade Manufacturing, and the Parent shall at times hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, the Purchaser, the Company, Shade Manufacturing, and the Parent are parties to that certain Asset Purchase Agreement dated as of the Closing Date (the “*Asset Purchase Agreement*”) through which the Company and Shade Manufacturing have assigned, conveyed, and delivered to the Purchaser all of its right, title, and interest in, to, and under the Purchased Intellectual Property including the items set forth on Schedule A attached hereto;

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Asset Purchase Agreement; and

WHEREAS, the Parties wish to confirm and memorialize their agreement with respect to the sale, transfer, assignment, conveyance, and delivery of the Purchased Intellectual Property to Purchaser under the Asset Purchase Agreement, and through this Agreement, the Parties are confirming and consummating such transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made and the mutual benefits to be derived therefrom, and in consideration of the representations, warranties, and covenants contained herein, and expressly subject to the Asset Purchase Agreement, the Parties agree as follows.

1. As of the Closing Date, the Company and Shade Manufacturing, individually and jointly, hereby sell, transfer, assign, convey, and deliver to the Purchaser, its successors, and assigns, the Company’s and Shade Manufacturing’s entire right, title, and interest in, to, and under the Purchased Intellectual Property, including, without limitation, the goodwill of the business symbolized by the trademarks comprising the Purchased Intellectual Property, all the patents and patent applications, including any and all reissues, continuations, continuations-in-part, divisionals, reexaminations, renewals, or extensions thereof, and all rights of priority under international conventions and all foreign counterparts of such patents and, any patents or patent applications claiming priority thereto, and any and all patents issuing from any of the foregoing patent applications, and the items set forth on Schedule A attached hereto, along with the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Purchased Intellectual Property and the right to sue for and recover the same throughout the world in the name of the Purchaser, its successors, or assigns (“*Assignment*”).

2. The Parties agree and confirm that the present Assignment may be made of record in the United States Patent and Trademark Office and any other government offices as appropriate and desired by the Purchaser.

3. Additional Rights or Obligations. The Parties hereby agree and acknowledge that this Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, without limitation, each Party’s representations, warranties, covenants, agreements, and indemnities relating to the Purchased Intellectual Property or the Assumed Liabilities are incorporated herein by this reference. Nothing

contained in this Agreement shall be deemed to supersede or diminish any of the obligations, agreements, covenants, representations, or warranties of the Parties contained in the Asset Purchase Agreement, which shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement.

4. Agreements with Third Persons. The Parties hereby acknowledge and agree that any agreement between or among any of the parties to the Asset Purchase Agreement and any third person executed in connection with the sale, transfer, assignment, conveyance, or delivery of the Purchased Intellectual Property shall not override, supersede, modify, limit, or amend in any manner the agreement of the Parties with respect to this Agreement or the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the agreement of the Parties concerning the identity of the Purchased Intellectual Property, the Assumed Liabilities, or the indemnification provisions in the Asset Purchase Agreement.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal substantive Laws of the State of Delaware, irrespective of conflict of laws principles.

6. Further Assurances. Each Party agrees to take such actions and use such efforts as contemplated in the Asset Purchase Agreement in order to fully consummate the assignment of the Purchased Intellectual Property as set forth in this Agreement.

7. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns (if any). No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party (by operation of law or otherwise) without the prior written consent of the other Parties and any attempted assignment without the required consents shall be null and void *ab initio*; provided, however, that the Purchaser may assign this Agreement and any or all rights or obligations hereunder (including the Purchaser's rights to the Purchased Intellectual Property) to any Affiliate of the Purchaser now in, or hereinafter to come into, existence, any Person from which it has borrowed money or any Person to which the Purchaser or any of its Affiliates proposes to sell, directly or indirectly, all or substantially all of the Purchased Assets. Upon any such permitted assignment, the references in this Agreement to the Purchaser shall also apply to any such assignee unless the context otherwise requires.

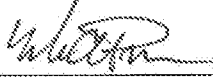
8. Reformation; Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Agreement and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, portable document format (PDF), or e-mail transmission and, upon such delivery, the facsimile, PDF, or e-mail shall be deemed to have the same effect as if the original signature had been delivered to the other Party.

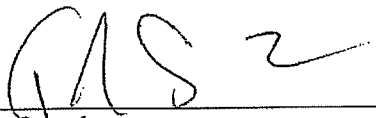
[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Closing Date.

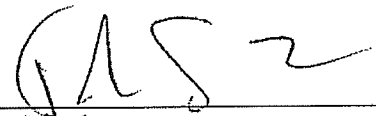
SHADE STRUCTURES, INC.,
a Delaware corporation

By: 
Name: Michael Pruss
Title: Executive Vice President, Chief Financial
Officer and Secretary

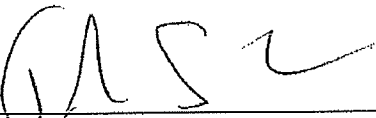
USA SHADE & FABRIC STRUCTURES, INC.

By: 
Name: John Saunders
Title: Chief Executive Officer

SHADE MANUFACTURING, INC.

By: 
Name: John Saunders
Title: Chief Executive Officer

GCDJ HOLDINGS, INC.

By: 
Name: John Saunders
Title: Chief Executive Officer


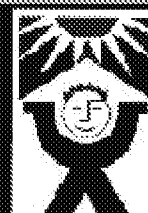
SCHEDULE A

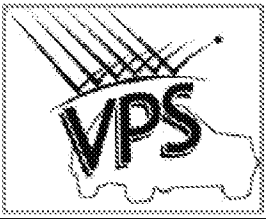
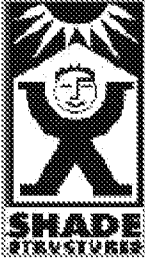




Domain Names:

Domain Name	Registrant Name
arizonashadestructures.com	Company
arizonashadestructures.net	Company
budgetshade.com	Company
budgetshade.net	Company
budgetshades.net	Company
californiashadestructures.com	Company
californiashadestructures.net	Company
cheapshade.net	Company
custom-canopies.net	Company
discountshade.net	Company
floridashadestructures.net	Company
shade-america.com	Company
shade-construction.com	Company
shadeamerica.net	Company
shadeconcepts.com	Company
shadeconstruction.com	Company
shademanufacturing.com	Company
shademanufacturing.net	Company
shadestructures.net	Company
shadezones.net	Company
sunports.com	Company
sunportsaz.com	Company
sunportsnv.com	Company
usa-shade.com	Company
usa-shade.net	Company
usashade.com	Company
usashade.net	Company
usashadeandfabric.com	Company
usashadeandfabricstructures.com	Company
vehicleprotectionstructures.com	Company
vehicleprotectionstructures.net	Company
vehicleprotectionstructures.org	Company


vpslp.com	Company
vpslp.net	Company
hailcanopies.com	Company
hailcanopies.net	Company
hailcovers.net	Company
hailnets.com	Company
hailnets.net	Company
hailprotection.net	Company
hailtent.com	Company
hailtent.net	Company
hailtents.com	Company
hailtents.net	Company
nevadashadestructures.net	Company
oklahomashadestructures.com	Company
oklahomashadestructures.net	Company



Trademarks:

Trademark	Owner	Country	Registration No.	Status	Image
UV Man	Company	USA	2852612	Registered	
Sun Ports	Company	USA	3089529	Registered	SUN PORTS
UV Man	Company	USA	3144258	Registered	

VPS	Company	USA	3873739	Registered	
Shade Structures	Company	USA	3880233	Registered	
Sun Ports	Company	USA	3886608	Registered	
UV Man	Company	USA	3902135	Registered	
USA Shade & Fabric Structures, Inc.	Company	USA	3908311	Registered	
Shade Concepts	Company	USA	3958047	Registered	

Common Law Trademarks, Names and Designs:

Common Law Trademarks, Names and Designs
 SUN PORTS & Design
<u>Sun Ports International, Inc.</u> SUN PORTS INTERNATIONAL & Design
SUPER STRUCTURE
SUPERSPAN
TELEBRELLA

 UV Man Costume
 UV Protection Design
UV SCREEN PROTECTOR

Patents:

Patent #	Holder/Assignee	Country	Date Patent Issued	Description of Patent
6,286,268 B1	Company	USA	9/11/2001	Shade Structure and Methodolgy Having Swiveling Perimeter Beam
D530,828 S	Company	USA	10/24/2006	Shade Structure
D530,023 S	Company	USA	10/10/2006	Shade Structure
D530,434 S	Company	USA	10/17/2006	Shade Structure
D530,022 S	Company	USA	10/10/2006	Shade Structure
D530,829 S	Company	USA	10/24/2006	Shade Structure
D530,433 S	Company	USA	10/17/2006	Shade Structure
D530,827 S	Company	USA	10/24/2006	Shade Structure