

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|--|-------------------------------------|--------------|
| 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: |
| RECEIVING PARTY DATA | | | |
| Name: | Shade Structures, Inc. | | |
| Street Address: | 8505 Chancellor Row | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75247 | | |
| 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: | 2143898986 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 214-389-8985 | | |

OP \$240.00 2852612

Email: trademarks@harperwasham.com
Correspondent Name: Scott L. Harper
Address Line 1: 1700 Pacific Avenue, Suite 3600
Address Line 4: Dallas, TEXAS 75201

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | HWICK.0001 |
| NAME OF SUBMITTER: | Scott L. Harper |
| Signature: | /scott l. harper/ |
| Date: | 02/18/2014 |

Total Attachments: 12

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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.

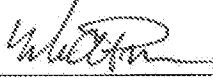
8. Reformation; Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality, and enforceability of the remaining provisions shall not in any way be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

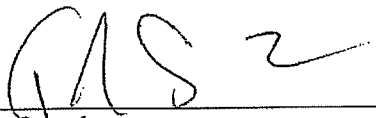
[Signature Page to Follow]

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

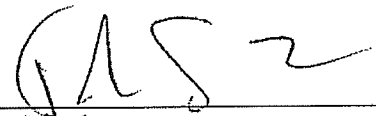
SHADE STRUCTURES, INC.,
a Delaware corporation

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

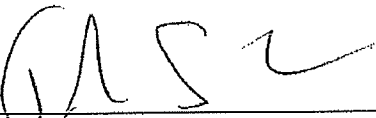
USA SHADE & FABRIC STRUCTURES, INC.

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

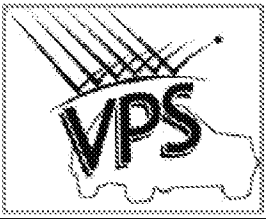
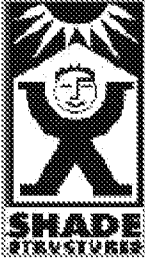




Domain Names:

| 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 |


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|-----------------------------|---------|
| 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 |