

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boral Bricks Inc.		10/11/2010	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Master Wall, Inc.		
<b>Street Address:</b>	2265 Lithonia Industrial Boulevard		
<b>City:</b>	Lithonia		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30058		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76662775	RECOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	770-552-3366		
<b>Email:</b>	vickie.mccullough@boral.com		
<b>Correspondent Name:</b>	Vickie McCullough		
<b>Address Line 1:</b>	Boral Industries		
<b>Address Line 2:</b>	200 Mansell Court East, Suite 310		
<b>Address Line 4:</b>	Roswell, GEORGIA 30076		
<b>ATTORNEY DOCKET NUMBER:</b>	RECOTE		
<b>NAME OF SUBMITTER:</b>	Vickie McCullough		
<b>SIGNATURE:</b>	/Vickie McCullough/		
<b>DATE SIGNED:</b>	08/26/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 76662775

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of the 11th day of October, 2010, by and between Boral Bricks Inc. ("Boral") and Master Wall, Inc. ("Master Wall").

WHEREAS, Boral is the owner of a certain trademark identified in Exhibit A (the "Trademark"); and

WHEREAS, Boral desires to assign the Trademark to Master Wall and Master Wall agrees to accept the assignment of the Trademark upon the terms and conditions hereinafter set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Trademark Assignment. Boral agrees to irrevocably assign, grant and transfer to Master Wall, all of Boral's right, title, and interest in and to the Trademark, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover damages from future infringement of the Trademark, the same to be held and enjoyed by Master Wall for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Boral if this assignment had not been made (the "Assignment").
2. Assignment Fee. Upon the execution of this Agreement, Master Wall will pay to Boral the U.S. Patent and Trademark Office Recording Fee in the amount of Forty Dollars (\$40.00).
3. Execution and Delivery. Boral agrees to promptly take such actions and execute such documents as may be necessary to assign ownership of the Trademark to Master Wall and to vest in and secure unto Master Wall the full right, title and interest in and to the Trademark in accordance with the terms of this Agreement.
4. Boral's Representations and Warranties. Boral represents and warrants that Boral has the right to convey the entire right, title and interest herein assigned, and that Boral will not take any action, execute any instrument, or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein. To Boral's knowledge, there is no litigation or any other dispute arising from or relating to the Trademark.
5. Warranty Disclaimer. BORAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARK OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification. Master Wall agrees to indemnify, defend and hold Boral harmless from and against any and all actions, claims, costs (including attorneys' fees), damages, judgments and liabilities whatsoever, in law or equity, arising out of Master Wall's use of the Trademark after the date of Assignment.

7. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Modification and Waiver. The failure of either party to enforce its right or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition.

9. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

10. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

Boral Bricks Inc.

By: Patrick W. Day

Name: PATRICK DAY

Title: PRODUCT MANAGER

Master Wall, Inc.

By: Michael R. Irving

Name: Michael R. Irving

Title: General Manager

Exhibit A

Int. Cl.: 2

Prior U.S. Cls.: 6, 11, and 16

Reg. No. 3,489,168

United States Patent and Trademark Office Registered Aug. 19, 2008

TRADEMARK  
PRINCIPAL REGISTER

**RECCOTE**

BORAL BRICKS INC. (GEORGIA CORPORATION)  
200 MANSSELL COURT EAST, SUITE 310  
ROSWELL, GA 300764856

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: TEXTURED, ACRYLIC PAINT FOR EXTERIOR APPLICATION, IN CLASS 2 (U.S. CLS. 6, 11 AND 16).

SN 76-662,775, FILED 7-10-2006.

FIRST USE 11-0-2006; IN COMMERCE 11-0-2006.

TRACY CROSS, EXAMINING ATTORNEY

TRADEMARK

REEL: 005351 FRAME: 0425

RECORDED: 08/26/2014