

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shakespeare Composite Structures LLC		10/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	W.J. Whatley, Inc.		
Street Address:	3550 Odessa Way		
City:	Aurora		
State/Country:	COLORADO		
Postal Code:	80011		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1477711	CARSONITE	
Registration Number:	1136829	CARSONITE ROAD MARKER	
Registration Number:	1306823	CATHOD-O-FLEX	
Serial Number:	86344472	SUPER DUCK	
Registration Number:	2736992	FLEXGUARD	
Registration Number:	1999746	LEWTEX	
Registration Number:	2034757		
Registration Number:	2064340		
Registration Number:	1992415		
Registration Number:	2039627		
Registration Number:	2064339		
Registration Number:	2013031		
Registration Number:	2088504		
Registration Number:	2687573		
Registration Number:	1981969		
Registration Number:	1496764	MODULAR GUIDANCE SYSTEM	
Registration Number:	1394067	OPTIPED	
Registration Number:	2633506	ROADMARKER	
Registration Number:	3007267	S	
TRADEMARK			

OP \$665.00 1477711

Property Type	Number	Word Mark
Registration Number:	2269551	SCEPTER
Registration Number:	1852409	SENTRY
Registration Number:	1917970	SURVIVOR
Registration Number:	2039834	TRACE-O-FLEX
Registration Number:	2362084	TUFFCAT
Registration Number:	2303906	TUFF-POLE
Registration Number:	2395516	VISI-POST

CORRESPONDENCE DATA

Fax Number: 4029526870

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.

Phone: 402-341-3070

Email: trademark@mcgrathnorth.com

Correspondent Name: Tracy L. Deutmeyer

Address Line 1: 1601 Dodge Street, Suite 3700

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER: Tracy L. Deutmeyer

SIGNATURE: /Tracy L. Deutmeyer/

DATE SIGNED: 10/14/2014

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "**Assignment**") is made as of October 6, 2014, by **SHAKESPEARE COMPOSITE STRUCTURES LLC**, a Delaware limited liability company, **GENLYTE THOMAS GROUP LLC**, a Delaware limited liability company, (each, an "**Assignor**"), on the one hand, and **W.J. WHATLEY, INC.**, a Colorado corporation ("**Assignee**"), on the other hand. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as such term is defined below).

WHEREAS, Seller and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 30, 2014 (the "**Purchase Agreement**"), as amended by that certain Assignment Agreement and Amendment to Asset Purchase Agreement dated as of October 3, 2014, pursuant to which Seller has agreed to sell to Assignee, and Assignee has agreed to buy from Seller, the Business Intellectual Property including, without limitation, certain patents, trademarks, trade names and domain names of Seller used in connection with the Business. Pursuant to the Purchase Agreement, Seller has agreed to execute and cause its applicable Affiliates to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets, and

WHEREAS, each Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, each of Assignor's respective worldwide right, title and interest in, to and under the Business Intellectual Property, as more particularly listed on Schedule A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, each Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement and the warranties and representations by Seller contained in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, each of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of the Business Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by each Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

SHAKESPEARE COMPOSITE
STRUCTURES LLC, a Delaware limited
liability company

By: GENLYTE THOMAS GROUP LLC, a
Delaware limited liability company, its sole
member

By: [Signature]
Name: Michael L. Manning
Title: Vice President

STATE OF MASSACHUSETTS §
 §
COUNTY OF ESSEX §

On this _____ day of _____, 2014, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Michael L. Manning, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the signing of the same to be his voluntary act and deed.



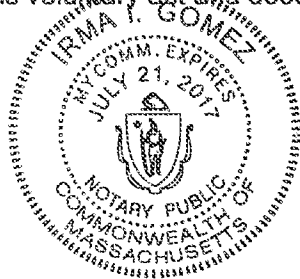
[Signature]
NOTARY PUBLIC

GENLYTE THOMAS GROUP LLC, a
Delaware limited liability company

By: [Signature]
Name: Michael L. Manning
Title: Vice President

STATE OF MASSACHUSETTS §
 §
COUNTY OF ESSEX §

On this _____ day of _____, 2014, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Michael L. Manning, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the signing of the same to be his voluntary act and deed.



[Signature]
NOTARY PUBLIC

AGREED TO AND ACCEPTED:

W.J. WHATLEY, INC, a Colorado corporation

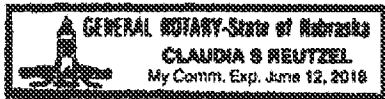
By: R. Andrew Massey
Name: R. Andrew Massey
Title: Director

STATE OF Nebraska
COUNTY OF Douglas

2014 OCT 06 PM 02:58

On this 6th day of October, 2014, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared R. Andrew Massey, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the signing of the same to be his voluntary act and deed.

Claudia S. Reutzell
NOTARY PUBLIC



SCHEDULE A

[see attached]

Granted Patents

APPLN. NO / FILING DATE	PATENT NO. / ISSUE DATE	TITLE / INVENTOR(S)	ASSIGNEE	STATUS
				November 5, 2017
2499295 3/3/2005	2499295	<u>ROADWAY DELINEATOR</u> Strick, Leo	Carsonite International Corporation	Patented Case Annuity due March 3, 2015

Trademarks*

JURISDICTION	MARK	APPLICATION No. / REGISTRATION No.	DATE FILED / DATE REGISTERED	STATUS
Canada	CARSONITE	TMA285791	12/16/1983	Registered
Canada	OPTIPED	TMA332977	10/16/1987	Registered
United States	ARMOR-RAIL	2449530	05/08/2001	Abandoned
United States	CARSONITE	1477711	2/23/1988	Registered
United States	CARSONITE ROAD MARKER	1136829	06/10/1980	Registered
United States	CATHOD-O- FLEX	1306823	11/27/1984	Registered

Trademarks*

JURISDICTION	MARK	<i>APPLICATION No. / REGISTRATION No.</i>	DATE FILED / DATE REGISTERED	STATUS
United States	FLEXGUARD	2736992	07/15/2003	Registered
United States	LEWTEX	1999746	09/10/1996	Registered
United States	MISCELLANEO US DESIGN (concavo/convex support post)	2034757	2/04/1997	Registered
United States	MISCELLANEO US DESIGN (concavo/convex flat posts)	2064340	05/27/1997	Registered
United States	MISCELLANEO US DESIGN (median divider)	1992415	08/13/1996	Registered
United States	MISCELLANEO US DESIGN (non-metal flat post)	2039627	2/25/1997	Registered
United States	MISCELLANEO US DESIGN (planar flat post safety marker)	2064339	5/27/1997	Registered
United States	MISCELLANEO US DESIGN (road safety market)	2013031	11/5/1996	Registered
United States	MISCELLANEO US DESIGN (roadmarker configuration)	2088504	8/19/1997	Registered
United States	MISCELLANEO US DESIGN (sound reduction wall)	2687573	2/11/2003	Registered

Trademarks*

JURISDICTION	MARK	<i>APPLICATION No. / REGISTRATION No.</i>	DATE FILED / DATE REGISTERED	STATUS
United States	MISCELLANEO US DESIGN (visibility- enhancing plastic unit for safety marker)	1981969	06/25/1996	Registered
United States	MODULAR GUIDANCE SYSTEM	1496764	7/19/1988	Registered
United States	OPTIPED	1394067	5/20/1986	Registered
United States	PERMA-POST	1614908	9/25/1990	Abandoned
United States	ROADMARKER	2633506	10/08/2002	Registered
United States	S & Design	3007267	10/18/2005	Registered
United States	SCEPTER	2269551	8/10/1999	Registered
United States	SENTRY	1852409	9/6/1994	Registered
United States	SUPER DUCK	1665061	11/19/1991	Abandoned
United States	SURVIVOR	1917970	9/12/1995	Registered
United States	TRACE-O-FLEX	2039834	2/25/1997	Registered

Trademarks*

JURISDICTION	MARK	<i>APPLICATION No. / REGISTRATION No.</i>	DATE FILED / DATE REGISTERED	STATUS
United States	TUFFCAT	2362084	6/27/2000	Registered
United States	TUFF-POLE	2303906	12/28/1999	Registered
United States	VAPORGUARD	2916615	1/4/2005	Cancelled
United States	VISI-POST	2395516	10/17/2000	Registered
United States	WORKZONE	2867499	7/27/2004	Abandoned

* Including the goodwill of the business symbolized thereby, and all causes of action and other rights that may be asserted thereunder.

All rights to the foregoing trademarks in jurisdictions other than Canada and the U.S.