

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323365

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	02/27/2009

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nailite International, Inc.		10/31/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Exteria Building Products, LLC
<b>Street Address:</b>	1111 NW 165th Street
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33169
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1315798	NAILITE

**CORRESPONDENCE DATA**

**Fax Number:** 2028428465  
*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:** 2028428800  
**Email:** dctrademarks@dbr.com  
**Correspondent Name:** Robert E. Cannuscio  
**Address Line 1:** 1500 K Street, NW  
**Address Line 2:** Suite 1100  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	009821.495211
<b>NAME OF SUBMITTER:</b>	Kristine Brown
<b>SIGNATURE:</b>	/Kristine Brown/
<b>DATE SIGNED:</b>	11/17/2014

**Total Attachments: 3**

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OP \$40.00 1315798

## NUNC PRO TUNC ASSIGNMENT

This Nunc Pro Tunc Assignment ("Assignment") confirms the assignment of the intellectual property listed below from Nailite International, Inc., a Delaware corporation ("Assignor"), to Exteria Building Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor was the owner of the whole and entire right, title and interest in and to, and goodwill associated with, certain intellectual property, including the trademarks listed on Schedule A hereto, (hereinafter, the "Marks"); and

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement ("Agreement"), dated February 27, 2009 pursuant to which Assignor assigned all its intellectual property to Assignee, including the Marks; and

WHEREAS, the parties desire to confirm the ownership of the intellectual property, including the Marks and the goodwill, in the name of Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor expressly acknowledges and intending to be legally bound hereby:

Assignor hereby acknowledges and confirms that on February 27, 2009, Assignor sold, assigned, transferred and conveyed unto Assignee the whole and entire right, title and interest in and to its intellectual property, including all rights to any and all trademarks, registrations, and applications for registration, whether in the United States or foreign countries, and including the Marks in Schedule A, together with the goodwill of the business symbolized by those trademarks, which business was and is ongoing and existing, and all rights and privileges granted and secured thereby, including all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past, present and future infringements and unauthorized uses of the intellectual property, including the Marks, to be held and enjoyed by Assignee for its own use and behoof, and for Assignee's legal representatives, successors and assigns to the full end of the term for which said applications and registrations as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

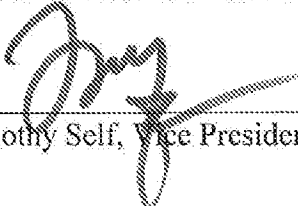
Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Marks to Assignee and otherwise carry out the intent of this Assignment.

This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its corporate name by a duly authorized representative as of the date written below.

NAILITE INTERNATIONAL, INC.

  
\_\_\_\_\_  
Timothy Self, Vice President and CFO

STATE OF FLORIDA )

: ss.:

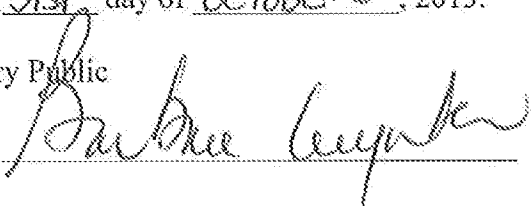
COUNTY OF MIAMI-DADE

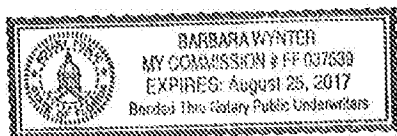
I, BARBARA WYNTER, a Notary Public for said county and state, do hereby certify that Timothy Self, who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as a free deed and act, signed, sealed and delivered for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31st day of OCTOBER, 2013.

(Official Seal)

Notary Public

  
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My commission expires AUGUST 25, 2017

## SCHEDULE A

### Foreign Trademark Registrations and Trademark Applications

Mark	Application No.	Filing Date	Country	Registration No.	Registration Date
NAILITE	777510	13-Mar-1995	Canada	TMA463775	27-Sep-1996
NAILITE	120717	01-Apr-1996	European Community	120717	08-Jul-2004
NAILITE	7053724	30-May-1995	Japan	3333730	18-Jul-1997
NAILITE	95021706	01-Jun-1995	Republic of Korea	344453	31-Jul-1996
NAILITE	98702287	13-Feb-1998	Russian Federation	179113	26-Aug-1999
NAILITE	84030722	21-Jun-1995	Taiwan	700793	16-Dec-1995
NAILITE	73/430384	15-Jun-1983	United States of America	1315798	22-Jan-1985