ETAS ID: TM352031

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Poly-Wood, Inc.		08/19/2015	CORPORATION: INDIANA

### **RECEIVING PARTY DATA**

Name:	Poly-Wood, LLC
Street Address:	1001 West Brooklyn Street
City:	Syracuse
State/Country:	INDIANA
Postal Code:	46567
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4245624	POLYWOOD
Registration Number:	3590724	POLY-WOOD
Registration Number:	3762282	POLY-WOOD
Registration Number:	3415190	POLY-WOOD WWW.POLYWOODINC.COM

#### **CORRESPONDENCE DATA**

Fax Number: 8046982007

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: 804-775-1071

Email: edavenport@mcquirewoods.com Robin C. Vance, McGuireWoods LLP **Correspondent Name:** 

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

	ATTORNEY DOCKET NUMBER:	2068273-0004
	NAME OF SUBMITTER:	Robin C. Vance
<b>DATE SIGNED:</b> 08/20/2015	SIGNATURE:	/Robin C. Vance/
	DATE SIGNED:	08/20/2015

**Total Attachments: 4** 



**ASSIGNMENT** 

WHEREAS Poly-Wood, Inc., a corporation organized and existing under the laws

of Indiana ("Assignor") has entered into an Asset Purchase Agreement with Poly-Wood, LLC, a

limited liability company organized and existing under the laws of Delaware ("Assignee")

pursuant to which Assignor has sold to Assignee all right, title and interest in and to the

trademarks listed on Exhibit A hereto, including without limitation, the registrations therefor,

and all common law rights associated with the foregoing (collectively, "Trademarks"), together

with all assets that uniquely reflect the goodwill of the business of Assignor, including but not

limited to Assignor's business names, customer lists, trade secrets, corporate and other business

records, advertising materials, operating manuals, methods, know-how, sales literature,

drawings, specifications, and descriptions (collectively, "Related Rights");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is

hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and

interest in and to the Trademarks and Related Rights, including all applications and registrations

therefore, all common law rights associated therewith and all of the goodwill of the business

symbolized thereby, throughout the world. Assignor further assigns to Assignee the right to sue

and collect damages for any and all past, present and future infringement of any rights in the

Trademarks and Related Rights. This Assignment is binding upon the parties and their

respective heirs, successors, assigns, trustees, and representatives. Assignor agrees to execute

any other documents or to provide any further materials or documentation necessary in order to

fulfill the provisions or purpose of this Assignment. This Assignment shall be governed by and

construed under the laws of the State of Indiana without giving effect to the choice of law

principles thereof.

IN WITNESS WHEREON	F, Assignor and Assignee have executed this
Assignment to be effective as of this 19th of	lay of August, 2015.
	Poly-Wood, Inc.
	By: Jay to ft Roma'
	By:
STATE OF <u>Indiand</u> : COUNTY/CITY OF <u>Elkhort</u> :	
Acquest , 2015, by Box President of Poly-Wood	wledged before me this 19th day of as A. Rasso, as od, Inc., an Indiana corporation, on behalf of the
corporation.	
	Notary Public Andrew O. Helforich
My Commission Expires: April 26, 2	OP
A CONTRACTOR DESCRIPTION OF THE PROPERTY OF TH	Poly-Wood, LLC  By:
	Its:
STATE OF: COUNTY/CITY OF:	
	wledged before me this day of
of Poly-Woo	, as od, LLC, a Delaware limited liability company, on
behalf of the company.	
	Notary Public
My Commission Expires:	

IN WITNESS WHEREOF,	Assignor and Assignee have executed this
Assignment to be effective as of this day	y of, 2015.
F	Poly-Wood, Inc.
Ē	Зу:
I	ts:
STATE OF: COUNTY/CITY OF:	
, 2015,	knowledged before me this day of by, as d, Inc., an Indiana corporation, on behalf of the
corporation.	a, me., an maiana corporation, on centar or the
$\overline{N}$	Notary Public
My Commission Expires:	
P	Poly-Wood, LLC
B	By: Tim Dean
It	s: Manager
STATE OF N : COUNTY/CITY OF Hamilton:	
The foregoing instrument was acleany August 2015,  Manager of Poly-Wood behalf of the company.	by <u>Time Learner</u> , as as I, LLC, a Delaware limited hability company, on
	Iotary Public  ELIZABETH JOHNSON  Notary Public, State of Indiana  Johnson County  My Commission Expires  Jan. 13, 2016

# Exhibit A

Trademarks				
Mark	Country	Registration No.	Registration Date	Status
POLYWOOD	United States	4245624	11/20/2012	Registered
POLY-WOOD	United States	3590724	03/17/2009	Registered
POLY-WOOD	United States	3762282	03/23/2010	Registered
POLY~WOOD	United States	3415190	04/22/2008	Registered
POLY~WOOD	China	6111097	10/28/2011	Registered
(POLY~WOOD)	EU	5966651	03/31/2008	Registered