

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Litchfield Investments Holdings Limited		10/02/2015	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	L. B. PLastics Incorporated		
Street Address:	482 E. Plaza Drive		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28115		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1910082	QUIK-SNAP	
Registration Number:	2951561	SHEERFLEX	
Registration Number:	2698262	SHEERFLOW	
Registration Number:	1649926	SHEERFRAME	
Registration Number:	1315746	SHEERFRAME	
Registration Number:	1059282	SHEERGLIDE	
Registration Number:	3436928	SHEERGRAIN	
Registration Number:	1208607	SHEERGRIP	
Registration Number:	2252951	SHEERLINE	
Registration Number:	1075542	SHEERLINE	
Registration Number:	1279837	SHEERPLAS	
Registration Number:	1186910	SHEERTREAD	
Registration Number:	1369034	SLIMLINE	
Registration Number:	1908487	ADJUST-A-SPOUT	
Registration Number:	1908486		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 804-775-1019
Email: trademarks@mcguirewoods.com
Correspondent Name: Melanie C. Holloway
Address Line 1: 800 East Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Melanie C. Holloway
SIGNATURE:	/Melanie C. Holloway/
DATE SIGNED:	10/12/2015

Total Attachments: 4
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THIS AGREEMENT (the "Agreement") is dated 2 October 2015

PARTIES

- (1) Litchfield Investments Holdings, Ltd. (formerly named L.B. Plastics Ltd. and before that L.B. (Plastics) Ltd.) whose registered office is at Firs Works, Nether Heage, Belper, Derbyshire, England DE56 2JJ ("Assignor"); and
- (2) L. B. Plastics Incorporated, a North Carolina corporation whose registered office is at 482 E. Plaza Drive, Mooresville, North Carolina 28115 USA ("Assignee").

BACKGROUND

- (A) The Assignor is the registered proprietor of certain intellectual property registered in the US.
- (B) The Assignor has agreed to assign to the Assignee all such registered intellectual property on the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Assigned Rights: the Patents and Registered Trade Marks.

Patents: the patents set out in Part 1 of Schedule 1.

Registered Trade Marks: the registered trade marks set out in Part 2 of Schedule 1.

1.2 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

1.3 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of \$1 plus VAT (if applicable) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all such right, title and interest as it has in and to the Assigned Rights, including:

- (a) all goodwill attaching to the Registered Trade Marks; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.

3. **FURTHER ASSURANCE**

At the Assignee's expense, each party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement including but not limited to completing any official US registry forms.

4. **LIABILITY**

The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this Agreement, whether arising from negligence or otherwise.

5. **ENTIRE AGREEMENT**

5.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

7. **SEVERANCE**

7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

8. **COUNTERPARTS**

8.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

9. **THIRD PARTY RIGHTS**

No person other than a party to this Agreement shall have any right to enforce any of its terms.

10. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1

Part 1: Patents

Country	Title	Status	Date Filed	Serial No.	Date Issued	Patent No.
United States	POST CLADDING ASSEMBLY WITH SHEET RETAINING MEANS	Registered/Issued Will expire 8/25/2017	23/09/1999	09/401,907	02/10/2001	6295783
United States	MODULAR CLADDING ELEMENT	Registered/Issued Will expire 1/22/2016	23/03/1999	09/273,272	05/05/2001	6225950

Part 2 Registered Trade Marks

Trademark	Registration No	Registration Date	Country
ADJUST-A-SPOUT Miscellaneous	1,908,487	1 Aug 1995	United States of America
Design (Raindrops/House)	1,908,488	1 Aug 1995	United States of America



QUIK-SNAP	1,910,082	8 Aug 1995	United States of America
SHEERFLEX	2,951,561	17 May 2005	United States of America
SHEERFLOW	2,698,262	18 Mar 2003	United States of America
SHEERFRAME	1,649,926	9 Jul 1991	United States of America
SHEERFRAME	1,315,746	22 Jan 1985	United States of America

SHEERGLIDE	1,059,282	15 Feb 1977	United States of America
SHEERGRAIN	3,436,928	27 May 2008	United States of America
SHEERGRIP	1,208,607	14 Sep 1982	United States of America
SHEERLINE	2,252,951	15 Jun 1999	United States of America
SHEERPLAS	1,279,837	29 May 1984	United States of America
SHEERTREAD	1,186,910	19 Jan 1982	United States of America
SLIMLINE	1,369,034	5 Nov 1985	United States of America
SHEERLINE	1,575,542	12 Oct 1977	United States of America

[Handwritten signature]
Initials

X

Signed for and on behalf of Litchfield
Investments Holdings Ltd.

L.A.J. Litchfield

Director

Signed for and on behalf of
L. B. Plastics Incorporated

L.A.J. Litchfield

Name: L.A.J. LITCHFIELD

Title: V.P.