

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358912

<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>
Oldcastle Precast, Inc.		09/04/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Diversitech Corporation		
<b>Street Address:</b>	6650 Sugarloaf Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Duluth		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30097		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3740916	ECO-PAD	
<b>Registration Number:</b>	2508421	DURAGRID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		
<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>	(816) 460-2400		
<b>Email:</b>	brian.mcginley@dentons.com, anita.hansen@dentons.com		
<b>Correspondent Name:</b>	Brian R. McGinley		
<b>Address Line 1:</b>	dentons US LLP		
<b>Address Line 2:</b>	P. O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	15257403.00003 (BRM)		
<b>NAME OF SUBMITTER:</b>	Brian R. McGinley		
<b>SIGNATURE:</b>	/Brian R McGinley/		
<b>DATE SIGNED:</b>	10/16/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of September 4, 2015 (the “**Effective Date**”), is made by OLDCASTLE PRECAST, INC., a Washington corporation (“**Seller**”), located at 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338, in favor of DIVERSITECH CORPORATION, a Delaware corporation (“**Buyer**”), located at 6650 Sugarloaf Parkway, Suite 100, Duluth, Georgia 30097, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated contemporaneously herewith (the “**Asset Purchase Agreement**”).

Under the terms of the Asset Purchase Agreement, Seller has sold, assigned, conveyed and otherwise transferred to Buyer, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this IP Assignment, for recording, as Buyer deems appropriate, with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

Accordingly, Seller and Buyer (each a “**party**” and, together, the “**parties**”) agree as follows:

1. Assignment. For good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, conveys and otherwise transfers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the intellectual property set forth on **Schedule 1** attached hereto, including all common law rights and all goodwill associated with the trademarks, and including in all cases the rights to bring lawsuits and infringement claims on and against and collect damages associated therewith and therefrom for all past, present and future infringements (the “**Assigned IP**”).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, indemnities and other provisions contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this IP Assignment, the terms of the Asset Purchase Agreement shall govern.

4. Entire Agreement. This IP Assignment, together with the Asset Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Interpretation. All headings contained in this IP Assignment are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this IP Assignment or the Asset Purchase Agreement. Whenever the words “include,” “includes,” or “including” are used in this IP Assignment, they shall be deemed to be followed by the words, “without limitation.”

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

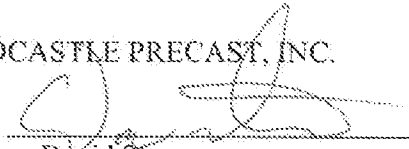
8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission, including portable document format (pdf), shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

**[SIGNATURE PAGES FOLLOW]**

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

**"SELLER"**

OLDCASTLE PRECAST, INC.

By:   
Name: David Steevens  
Title: President

**"BUYER"**

DIVERSITECH CORPORATION

By: \_\_\_\_\_  
Name: James A. Prescott  
Title: President and CEO

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

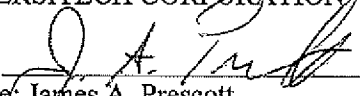
**"SELLER"**

OLDCASTLE PRECAST, INC.

By: \_\_\_\_\_  
Name: David Steevens  
Title: President

**"BUYER"**

DIVERSITECH CORPORATION

By:  \_\_\_\_\_  
Name: James A. Prescott  
Title: President and CEO

**Schedule 1**

**Assigned Intellectual Property**

- **United States Design Patent:**
  - Patent Number: D687,473 S
  - Date of Issuance: August 6, 2013.
  
- **United States Registered Trademark: “ECO-PAD”**
  - Registration Number: 3740916
  - Date of Registration: January 19, 2010
  
- **United States Registered Trademark: “DURAGRID”**
  - Registration Number: 2508421
  - Date of Registration: November 20, 2001