

700518304

11/11/2015

TO: Assignment Recordation Branch COMPANY: USPTO

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Integrated Paving Concepts Inc.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Canada Corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 15, 2013

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ennis Paint Canada ULC

Street Address: 115 Todd Ct.

City: Thomasville

State: North Carolina

Country: USA Zip: 27360

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canada
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

1964399

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

StreetPrint Pavement Texturing and design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kay Lyn Schwartz c/o Gardere Wynne Sewell LLP

Internal Address: 3000 Thanksgiving Tower

Street Address: 1601 Elm Street

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Docket Number: 118748-6001

Email Address: lp@gardere.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 07-0153

Authorized User Name _____

9. Signature:

Kay Lyn Schwartz
Signature

Date _____

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070153 1964399

TO: Assignment Recordation Branch COMPANY: USPTO

INTEGRATED PAVING CONCEPTS INC.

As Vendor

- and -

ENNIS PAINT CANADA ULC

As Purchaser

ASSET PURCHASE AGREEMENT

May 15, 2013

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REEL: 005667 FRAME: 0445

TO: Assignment Recordation Branch COMPANY: USPTO

ASSET PURCHASE AGREEMENT, dated May 15, 2013

BETWEEN:

INTEGRATED PAVING CONCEPTS INC.

As Vendor

- and -

ENNIS PAINT CANADA ULC

As Purchaser

RECITALS:

- A. The Vendor owns certain assets relating to the manufacturing of tools and machinery used in the heating and laying of a variety of coloured, textured and pattern imprinted asphalt surfaces (the "Business"); and
- B. The Vendor wishes to sell and the Purchaser wishes to purchase certain of the assets associated with the Business, as specified herein, with effect as of the Effective Time.

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions. In this Agreement, including the Recitals to this Agreement, unless the context otherwise requires:

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**ARTICLE 2
PURCHASE AND SALE**

2.1 **Agreement to Purchase and Sell.** Subject to the terms and conditions of this Agreement, as of the Effective Time, the Vendor shall sell, transfer, convey and assign to the Purchaser and the Purchaser shall purchase and acquire from the Vendor, free and clear of all Encumbrances, all of the Vendor's right, title and interest in and to all of the following whether real or personal, tangible or intangible, and wheresoever situate (collectively, the "Purchased Assets"):

- (a)
- (b)
- (c) the Intellectual Property;
- (d)
- (e)
- (f)

2.2 **Liabilities.**

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7.3 **Disclosure and Consultation.** Before any public statement or press release concerning the Transactions, no Party shall disclose this Agreement or any aspect of the Transactions except to its board of directors, its senior management, its legal, accounting, financial or other professional advisors, any financial institution contacted by it with respect to any financing required in connection with the Transactions and counsel to that institution, or as may be required by any Applicable Law or as agreed by the Parties.

(1) The Vendor and the Purchaser shall consult with each other concerning the manner by which the Vendor's employees, customers, suppliers and other Persons having dealings with the Vendor shall be informed of the Transactions, and the Purchaser shall have the right to be present for any such communication.

7.4 **Expenses.** Each Party shall pay all expenses (including Taxes imposed on those expenses) it incurs in the authorization, negotiation, preparation, execution and performance of this Agreement and the Transactions, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

7.5 **Efforts.** In this Agreement, unless specified otherwise, an obligation of any Party to use its commercially reasonable efforts to obtain any Approval does not require the Party to make any payment to any Person for the purpose of procuring the Approval, except for payments for amounts due and payable to that Person, payments for incidental expenses incurred by that Person and payments required by any Applicable Law.

7.6 **No Third Party Beneficiary.** Except as provided for in Section 6.12, this Agreement is solely for the benefit of the Parties and no third party accrues any benefit, claim or right of any kind pursuant to, under, by or through this Agreement.

7.7 **Entire Agreement.** This Agreement together with the other agreements to be entered into as contemplated by this Agreement (the "Other Agreements") constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and the Other Agreements and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral. Except as specifically set out in this Agreement or the Other Agreements, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Agreement or the Other Agreements or which induced any Party to enter into this Agreement or the Other Agreements. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either prior to, concurrently with, or after entering into, this Agreement or any Other Agreement, or any amendment or supplement thereto, by any Party to this Agreement or any Other Agreement or its Representatives, to any other Party or its Representatives, except to the extent the representation, warranty, opinion, advice or assertion of fact has been reduced to writing and included as a term in this Agreement or that Other Agreement, and none of the parties to this Agreement or any Other Agreement has been induced to enter into this Agreement or any Other Agreement or any amendment or supplement by reason of any such representation, warranty, opinion, advice or assertion of fact. There is no liability,

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either in tort or in contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section.

7.8 Non-Merger. Except as otherwise provided in this Agreement, the covenants, representations and warranties set out in this Agreement do not merge but survive Closing and, notwithstanding such Closing or any investigation by or on behalf of a Party, continue in full force and effect. Closing does not prejudice any right of one Party against another Party in respect of any remedy in connection with anything done or omitted to be done under this Agreement.

7.9 Time of Essence. Time is of the essence of this Agreement.

7.10 Amendment. This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

7.11 Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement is effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement operates as a waiver of that right. No single or partial exercise of any such right precludes any other or further exercise of that right or the exercise of any other right.

7.12 Jurisdiction. Each Party irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of the province of British Columbia.

7.13 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement are governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable in that province, excluding the choice of law rules of that province.

7.14 Notices.

- (1) Any notice, demand or other communication (in this Section 7.14, a "notice") required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if:
- (a) delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
 - (b) sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail; or
 - (c) sent by facsimile transmission, with confirmation of transmission by the transmitting equipment (a "Transmission");

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in the case of a notice to Vendor, addressed to it at:

Integrated Paving Concepts Inc.
102-17957-55th Avenue
Surrey, BC V3S 6C4

Attention: John Simmons, CEO
Facsimile: (604) 574-7520

with a copy (not constituting notice) to:

Borden Ladner Gervais LLP
1200 - 200 Burrard Street
Vancouver, BC V7X 1T2

Attention: Nigel P.H. Cave
Facsimile: 604-622-5861

and in the case of a notice to the Purchaser, addressed to it at:

Ennis Paint Canada ULC
c/o Ennis Flint
115 Todd Ct
Thomasville, NC 27360
USA

Attention: R. Steven Vetter, CEO
Telephone: (336) 475-6600
Facsimile: (336) 475-7900

with a copy (not constituting notice) to:

Daniel Sroka, PC
3625 N. Elm St., Suite 107A
Greensboro, NC 27455
USA

Telephone: (336) 282-5584
Facsimile: (336) 282-5796

(2) Any notice sent in accordance with this Section 7.14 is deemed to have been received:

(a) if delivered prior to or during normal business hours on a Business Day in the place where the notice is received, on the date of delivery;

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- (b) if sent by mail, on the fifth Business Day in the place where the notice is received after mailing, or, in the case of disruption of postal service, on the fifth Business Day after cessation of that disruption;
- (c) if sent by facsimile during normal business hours on a Business Day in the place where the Transmission is received, on the same day that it was received by Transmission, on production of a Transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the relevant facsimile number of the recipient; or
- (d) if sent in any other manner, on the date of actual receipt;

except that any notice delivered in person or sent by Transmission not on a Business Day or after normal business hours on a Business Day, in each case in the place where the notice is received, is deemed to have been received on the next succeeding Business Day in the place where the notice is received.

- (3) Any Party may change its address for notice by giving notice to the other Parties.

7.15 Assignment. No Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any Person.

7.16 Further Assurances. Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.

7.17 Severability. If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances.

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7.18 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. A party's transmission by facsimile or electronic mail transmission of a scanned copy of this Agreement bearing that party's signature shall constitute an effective execution and delivery of the Agreement by that party to the party receiving the transmission.

IN WITNESS WHEREOF, the Parties have duly executed this agreement on the date first above written.

INTEGRATED PAVING CONCEPTS INC.

By: 
Name: _____
Title: _____

ENNIS PAINT CANADA ULC

By: _____
Name: _____
Title: _____

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Trademark Portfolio Report

For Client: 1078 - Integrated Paving Concepts Inc.

Report Options:	Exclude Trademark Images: Yes
	Include Trademark Images: No
	Include Goods/Services Descriptions: No
	Exclude Goods/Services Descriptions: No
	Registered Trademarks Only: No
	Exclude Registered Trademarks: No
	Short Form Report: No
	USPTO Fee Number:

Country	Trademark	Status	USPTO File	Appln. No.	Appln. Date	Regn. No.	Regn. Date
Action(s) Due	Due Date						
Canada	STREETPRINT PAVEMENT TEXTURING & Design	Registered	1078 0001	722630	12-Feb-1993	427624	20-May-1994
Next Renewal	20-May-2024	Owner: Integrated Paving Concepts Inc.					
StreetPrint							
United States	STREETPRINT PAVEMENT TEXTURING & Design	Registered	1078 0002	747367553	12-Mar-1993	1964399	26-Mar-1996
Next Renewal	26-Mar-2016	Owner: Integrated Paving Concepts Inc.					
StreetPrint							
Japan	STREETPRINT PAVEMENT TEXTURING & Design	Registered	1078 0011	111235/1994	01-Nov-1994	4045894	22-Aug-1997
Next Renewal	22-Aug-2017	Owner: Integrated Paving Concepts Inc.					
StreetPrint							
Germany	STREETPRINT CREATIVASPHALT & Design	Registered	1078 0017	39547929.0	10-Nov-1996	38547928	21-Mar-1997
Next Renewal	10-Nov-2015	Owner: Integrated Paving Concepts Inc.					
StreetPrint							

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Country	Trademark	Status	OWGM File	Appl. No.	Appl. Date	Regn. No.	Regn. Date
Action(s) Due	Due Date						
United States	STREETBOND SURFACING SYSTEM & Design	Registered	1078 0059	75/288803	30-Apr-1997	2218231	19-Jan-1999
Next Renewal	19-Jan-2019		Owner: Integrated Paving Concepts Inc.				
Mexico	STREETPRINT	Registered	1078 0041	291105	01-Apr-1997	569177	30-Jan-1998
Next Renewal	01-Apr-2017		Owner: Integrated Paving Concepts Inc.				
Czech Republic	StreetPrint	Registered	1078 0042	0-121386-97	18-Apr-1997	210631	29-Jun-1998
Next Renewal	18-Apr-2017		Owner: Integrated Paving Concepts Inc.				
Slovakia	StreetPrint	Registered	1078 0043	POZ-1080-97	18-Apr-1997	187632	17-Nov-1999
Next Renewal	18-Apr-2017		Owner: Integrated Paving Concepts Inc.				
United States	STREETBOND Design	Registered	1078 0044	75/288802	30-Apr-1997	2222243	09-Feb-1999
Next Renewal	09-Feb-2019		Owner: Integrated Paving Concepts Inc.				

StreetBond

Turkey	StreetPrint	Registered	1078 0045	97/005471	18-Apr-1997	183381	18-Apr-1997
Next Renewal	18-Apr-2017		Owner: Integrated Paving Concepts Inc.				
Australia	STREETPRINT	Registered	1078 0048	734132	08-May-1997	734132	30-Dec-1997
Next Renewal	08-May-2017		Owner: Integrated Paving Concepts Inc.				
European Community	StreetPrint Design	Registered	1078 0051	533414	12-May-1997	533414	23-Jun-1998
Next Renewal	12-May-2017		Owner: Integrated Paving Concepts Inc.				

StreetPrint

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Country	Trademark	Status	OWGM File	Appl. No.	Appl. Date	Regn. No.	Regn. Date
Action(s) Due	Due Date						
European Community	StreetBond	Registered	1078 0078	1304054	09-Sep-1999	1304054	13-Nov-2000
							Owner: Integrated Paving Concepts Inc.
Malaysia	StreetPrint	Registered	1078 0083	99012308	06-Dec-1999	99012308	06-Dec-1999
Next Renewal	06-Dec-2019						Owner: Integrated Paving Concepts Inc.
Singapore	StreetPrint	Registered	1078 0086	T99/13735J	29-Nov-1999	T99/13735J	08-Jan-2001
Next Renewal	29-Nov-2019						Owner: Integrated Paving Concepts Inc.
China	StreetBond	Registered	1078 0087	2000116218	03-Aug-2000	1712604	13-Feb-2002
First Renewal	13-Feb-2012						Owner: Integrated Paving Concepts Inc.
China	StreetPrint	Registered	1078 0088	2000116219	03-Aug-2000	1649536	14-Oct-2001
First Renewal	14-Oct-2011						Owner: Integrated Paving Concepts Inc.
China	StreetPrint	Registered	1078 0089	2000116220	03-Aug-2000	1745885	14-Apr-2002
First Renewal	14-Apr-2012						Owner: Integrated Paving Concepts Inc.
China	StreetPrint	Registered	1078 0090	2000116221	03-Aug-2000	1675872	28-Nov-2001
First Renewal	28-Nov-2011						Owner: Integrated Paving Concepts Inc.

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Country	Trademark	Status	OWGM File	Appl. No.	Appl. Date	Regn. No.	Regn. Date
Action(s) Due	Due Date						
Russian Federation	StreetPrint	Registered	1078 0136	2008700986	18-Jan-2008	376575	25-Mar-2009
First Renewal	18-Jan-2018		Owner: Integrated Paving Concepts Inc.				
Ukraine	StreetPrint	Registered	1078 0137	m2008 00512	15-Jan-2008	107465	25-May-2009
Use	25-May-2012		Owner: Integrated Paving Concepts Inc.				
First Renewal	15-Jan-2018						
India	StreetPrint	Pending	1078 0147	2018326	06-Sep-2010		
			Owner: Integrated Paving Concepts Inc.				