

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flotation Systems, Inc.		11/14/2013	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Nexan Building Products, Inc.		
Street Address:	1213 26th Street SW		
City:	Cullman		
State/Country:	ALABAMA		
Postal Code:	35055		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2329948	LOCK DRY	
Registration Number:	3633352	RAILING WORKS	
Registration Number:	3697425	PRO WAY ALUMINUM FENCE & GATES BY FSI	
CORRESPONDENCE DATA			
Fax Number:	2565175285		
<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>			
Phone:	256-517-5170		
Email:	wbabcock@babco.com		
Correspondent Name:	Angela Holt		
Address Line 1:	200 Clinton Avenue West		
Address Line 2:	Suite 900		
Address Line 4:	Huntsville, ALABAMA 35801		
ATTORNEY DOCKET NUMBER:	202899301001		
NAME OF SUBMITTER:	Angela Holt		
SIGNATURE:	/Angela Holt/		
DATE SIGNED:	11/23/2015		
Total Attachments: 3			
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OP \$90.00 2329948

ASSIGNMENT OF TRADEMARKS AND PATENTS

This Trademark and Patent Assignment ("Assignment"), effective as of November 14, 2013, is made by and between Flotation Systems, Inc., an Alabama corporation ("Flotation"), James Conn ("Conn"), and Nexan Building Products, Inc., an Alabama Corporation ("Assignee").

WHEREAS, on November 14, 2013, Flotation, Conn, Dondi Garrison, Joseph Carpenter and Nexan Building Products, Inc. ("Nexan") entered into the Agreement (the "Agreement") attached at Exhibit 1 to this Assignment;

WHEREAS, according to paragraph 3 of the Agreement, the parties entered into a non-competition agreement as fully described in paragraph 3 of Exhibit 1;

WHEREAS, according to paragraph 2 of the Agreement, Conn and Flotation agreed to assign their rights to the IP listed in Exhibit A of the Agreement "by way of separate Assignments executed by the Parties";

WHEREAS, this Assignment constitutes the "separate Assignments" contemplated by paragraph 2 of the Agreement, whereby Conn and Flotation will assign the rights to the IP listed in Exhibit A to Nexan;

I. TRADEMARK ASSIGNMENT FROM FLOTATION TO NEXAN

A. Flotation has adopted and used the following marks (the "Marks"):

LOCK DRY (& Design), U.S. Registration No. 2,329,948;

RAILING WORKS, U.S. Registration No. 3,633,352;

PRO WAY ALUMINUM FENCE & GATES BY FSI (& Design), U.S. Registration No. 3,697,425;

B. Flotation hereby assigns, transfers and conveys unto Nexan all of Flotation's right, title and interest in and to the Marks and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

II. PATENT ASSIGNMENT FROM CONN TO NEXAN

A. Conn is the owner of U.S. Patent No. 5,816,010, titled "Interconnecting Construction Panels."

B. Conn hereby sells, assigns, and transfers to Nexan, its successors, and assigns, the entire right, title, and interest throughout the world in and to U.S. Patent No. 5,816,010 ("the '010 Patent"), including any and all patent applications and patents of every country for the '010 Patent, also including all provisionals, non-provisionals, divisionals, continuations, substitutes, renewals, reissues, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of the Inventions and/or improvements

to the the '010 Patent; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the '010 Patent and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

C. Conn hereby agrees, when requested, and at the expense of Nexan, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications based on the '010 Patent and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to Nexan all facts known to the undersigned relating to the '010 Patent and/or improvements and the history thereof; and generally do everything possible which Nexan, its successors, assigns, and nominees, shall consider desirable for vesting title to the '010 Patent and/or improvements, and for securing, maintaining and enforcing proper patent protection for the '010 Patent and/or improvements.

III. PATENT ASSIGNMENT FROM FLOTATION TO NEXAN

A. Flotation is the owner of the following patents pending in the United States Patent and Trademark Office:

U.S. Patent No. 8,210,503, titled Fence Panel Interlock; and
U.S. Patent No. 8,291,666, titled Decking Panel System.

B. Flotation hereby sells, assigns, and transfers to Nexan, its successors, and assigns, the entire right, title, and interest throughout the world in and to U.S Patent Nos. 8,210,503 and 8,291,666 (collectively, the "Inventions"), including any and all patent applications and patents of every country for the Inventions, also including all provisionals, non-provisionals, divisionals, continuations, substitutes, renewals, reissues, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of the Inventions and/or improvements to the Inventions; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the Inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

C. Flotation hereby agrees, when requested, and at the expense of Nexan, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all the Inventions and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to Nexan all facts known to the undersigned relating to the Inventions and/or improvements and the history thereof; and generally do everything possible which Nexan, its successors, assigns, and nominees, shall consider desirable for vesting title to the Inventions and/or improvements, and for securing, maintaining and enforcing proper patent protection for the Inventions and/or improvements.

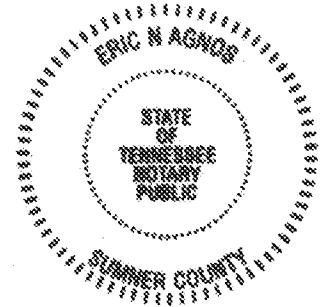
IN WITNESS WHEREOF, Flotation and Conn have caused their duly authorized representative to execute this Assignment, effective as of the date first above written.

State of Tennessee
County of SUMNER

Signed and sworn to
(or affirmed) before me on
10/23/2015 by James H. Conn

FLOTATION SYSTEMS, INC.

By: [Signature]
Name: James H. Conn
Title: President



JAMES H. CONN, INDIVIDUALLY

By: [Signature]
Name: James H. Conn

[Signature]
5/22/2019

CONSENTED TO BY:

NEXAN BUILDING PRODUCTS, INC.

By: [Signature]
Name: Dondi Garrison
Title: ~~President~~ Secretary