

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):

Ennis Paint Canada ULC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited 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) November 11, 2015

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Flint Trading, Inc.

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 North Carolina
☐ 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):

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

Name: Kay Lyn Schwartz

Internal Address: 3000 Thanksgiving Tower

Street Address: 1601 Elm Street

City: Dallas

State: TX Zip: 75201-4761

Phone Number: 2149994702

Docket Number: 118748-6001

Email Address: ip@gardere.com

6. Total number of applications and registrations involved:

1

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

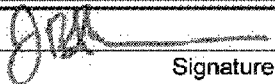
- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 07-0153

Authorized User Name _____

9. Signature:



Signature

Jason R. Fulmer

Name of Person Signing

Date

12-21-15

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

24

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

700518536

TRADEMARK
REEL: 005689 FRAME: 0397

TO:USPTO Assignment Division COMPANY:

Fax Server 11/12/2015 12:47:10 PM PAGE 3/023 Fax Server
 700518311 11/12/2015
 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):

Ennis Paint Canada ULC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited 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) November 11, 2015

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Flint Trading, Inc.

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 North Carolina
☐ 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: 1801 Elm Street

City: Dallas

State: Texas

Zip: 75201-4761

Phone Number: 214-998-4702

Docket Number: 118748-6001

Email Address: kls@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:

Signature

Date

Name of Person Signing

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

22

Documents to be recorded (including cover sheet) should be faxed to (671) 273-6140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22315-1450

CH \$40.00 070153 1964399

TRADEMARK
 REEL: 005689 FRAME: 0398

TO:USPTO Assignment Division COMPANY:

ASSET PURCHASE AGREEMENT

between

ENNIS PAINT CANADA ULC

and

FLINT TRADING, INC.

dated as of

November 11, 2015

TO:USPTO Assignment Division COMPANY:

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of November 11, 2015, is entered into between Ennis Paint Canada ULC, a Canadian corporation ("**Seller**") and Flint Trading, Inc., a North Carolina corporation ("**Buyer**").

RECITALS

WHEREAS, on or about May 15, 2013, Seller purchased from Integrated Paving Concepts, Inc. certain assets relating to the manufacturing of tools and machinery used in the heating and laying of a variety of colored, textured and pattern imprinted asphalt surfaces, including but not limited to accounts receivable, inventory, intellectual property, books and records, and goodwill related thereto ("**IPC Assets**");

WHEREAS, after purchasing the IPC Assets, Seller, in 2013, intended to transfer, and did transfer a portion of, the IPC Assets to Buyer for value equal to Seller's purchase price from Integrated Paving Concepts, Inc.;

WHEREAS, Seller wishes to complete the transfer that was partially effected in 2013 by transferring the remaining IPC Assets to Buyer;

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets set forth on **Exhibit A** attached hereto (the "**Purchased Assets**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**").

TO:USPTO Assignment Division COMPANY:

Section 1.02 No Liabilities. Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.03 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$265,000.00 Canadian dollars (the "**Purchase Price**"). The Buyer shall pay the Purchase Price to Seller at the Closing (as defined herein).

Section 1.04 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with **Exhibit B**. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

Section 1.05 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "**Closing Date**"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) an assignment and assumption agreement in the form of **Exhibit D** hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets;

(ii) an assignment in the form of **Exhibit E** hereto (the "**Intellectual Property Assignments**") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the trademark registrations and applications, and domain name registrations included in the Purchased Assets (as defined herein) to Buyer;

(iii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of directors of Seller,

TO:USPTO Assignment Division COMPANY:

duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the documents to be delivered hereunder;

(iv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price;

(ii) the Assignment and Assumption Agreement duly executed by Buyer;

(iii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder; and

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof. For purposes of this Article III, "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a corporation duly organized, validly existing and in good standing under the laws of Canada. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

TO:USPTO Assignment Division COMPANY:

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Title to Purchased Assets. Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.04 Intellectual Property

(a) "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) **Exhibit C** lists all Intellectual Property included in the Purchased Assets ("Purchased IP"). Seller owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any person or entity. With respect to the registered Intellectual Property listed on **Exhibit C**, (i) all such Intellectual Property is valid, subsisting and in full force and effect and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof. For all such registered Intellectual Property, **Exhibit C** lists (A) the jurisdiction where the application or registration is located, (B) the application or registration number, and (C) the application or registration date.

(c) Seller's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity

TO:USPTO Assignment Division COMPANY:

and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof. For purposes of this Article IV, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Buyer, after due inquiry.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of North Carolina. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

TO:USPTO Assignment Division COMPANY:

ARTICLE V COVENANTS

Section 5.01 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.02 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI MISCELLANEOUS

Section 6.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 6.02 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.03 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 6.04 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits, the statements in the body of this Agreement will control.

Section 6.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and

TO:USPTO Assignment Division COMPANY:

permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.06 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.07 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 6.08 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Section 6.10 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 6.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

TO:USPTO Assignment Division COMPANY:

Section 6.12 Counterparts. This Agreement 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 Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Ennis Paint Canada ULC

By R. Steven Vetter

Name: R. Steven Vetter

Title: President & CEO

Flint Trading, Inc.

By Matthew Soule

Name: Matthew Soule

Title: President

TO:USPTO Assignment Division COMPANY:

EXHIBIT A
PURCHASED ASSETS

StreetBond trade name and associated Intellectual Property
StreetHeat trade name and associated Intellectual Property
StreetPrint trade name and associated Intellectual Property
Customer Relationships

TO:USPTO Assignment Division COMPANY:

EXHIBIT B
ALLOCATION OF PURCHASE PRICE

(In Canadian dollars)

Trade Names and associated IP	CAN\$185,000.00
Customer Relationships	CAN\$80,000.00
Total Purchase Price	CAN\$265,000.00

EXHIBIT C
PURCHASED IP

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Action/Due Date
Canada	STREETPRINT PAVEMENT TEXTURING & Design	Registered	722630	12 Feb 1993	427624	20 May 1994	Renewal/20 May 2024
United States	STREETPRINT PAVEMENT TEXTURING & Design	Registered	74367553	12 Mar 1993	1964399	26 Mar 1996	Renewal/26 Mar 2016
Japan	STREETPRINT PAVEMENT TEXTURING & Design	Registered	111235/1994	01 Nov 1994	4045994	22 Aug 1997	Renewal/22 Aug 2017
Germany	STREETPRINT CREATIVASPHALT & Design	Registered	39547929.0	10 Nov 1995	39547929	21 Mar 1997	Renewal/10 Nov 2015
United States	STREETBOND SURFACING SYSTEM & Design	Registered	75286803	30 Apr 1997	2218231	19 Jan 1999	Renewal/19 Jan 2019
Mexico	STREETPRINT	Registered	291105	01 Apr 1997	569177	30 Jan 1998	Renewal/01 Apr 2017
Czech Republic	StreetPrint	Registered	O-121366-97	18 Apr 1997	210631	29 Jun 1998	Renewal/18 Apr 2017
Slovakia	StreetPrint	Registered	POZ-1080-97	18 Apr 1997	187832	17 Nov 1999	Renewal/18 Apr 2017
United States	STREETBOND Design	Registered	75286802	30 Apr 1997	2222243	09 Feb 1999	Renewal/09 Feb 2019
Turkey	StreetPrint	Registered	97/005471	16 Apr 1997	183381	16 Apr 1997	Renewal/16 Apr 2017
Australia	STREETPRINT	Registered	734132	08 May 1997	734132	30 Dec 1997	Renewal/08 May 2017

TO:USPTO Assignment Division COMPANY:

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Action/Due Date
European Community	StreetPrint Design	Registered	533414	12 May 1997	533414	23 Jun 1999	Renewal/12 May 2017
European Community	StreetBond	Registered	1304054	09 Sep 1999	1304054	13 Nov 2000	
Malaysia	StreetPrint	Registered	99012308	06 Dec 1999	99012308	06 Dec 1999	Renewal/06 Dec 2019
Singapore	StreetPrint	Registered	T99/137351	29 Nov 1999	T99/137351	08 Jan 2001	Renewal/29 Nov 2019
China	StreetPrint	Registered	2000116218	03 Aug 2000	1712604	13 Feb 2002	Not renewed by IPC
China	StreetPrint	Registered	2000116219	03 Aug 2000	1649536	14 Oct 2001	Not renewed by IPC
China	StreetPrint	Registered	2000116220	03 Aug 2000	1745885	14 Apr 2002	Not renewed by IPC
China	StreetPrint	Registered	2000116221	03 Aug 2000	1675672	28 Nov 2001	Not renewed by IPC
Russian Federation	StreetPrint	Registered	200870965	18 Jan 2008	375575	25 May 2009	Renewal/18 Jan 2018
Ukraine	StreetPrint	Registered	M2008 00512	15 Jan 2008	107485	25 May 2009	Renewal/15 Jan 2018

TO:USPTO Assignment Division COMPANY:

EXHIBIT D

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Agreement"), effective as of November 11, 2015 (the "Effective Date"), is by and between Ennis Paint Canada ULC, a Canadian corporation ("Seller"), and Flint Trading, Inc., a North Carolina corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of November 11, 2015 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under, the Purchased IP (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Purchased IP. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Purchased IP and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Purchased IP's accruing on and after the Effective Date.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

TO:USPTO Assignment Division COMPANY:

5. Counterparts. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

Ennis Paint Canada ULC

By R. Steven Vetter

Name: R. Steven Vetter

Title: President & CEO

Flint Trading, Inc.

By Matthew Soule

Name: Matthew Soule

Title: President

TO:USPTO Assignment Division COMPANY:

EXHIBIT E

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of November 11, 2015, is made by Ennis Paint Canada ULC ("**Seller**"), a Canadian corporation, in favor of Flint Trading, Inc. ("**Buyer**"), a North Carolina corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of November 11, 2015 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

TO:USPTO Assignment Division COMPANY:

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Trademarks. The representations, warranties, covenants, agreements and indemnities 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 hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark 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 Trademark 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 North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

(SIGNATURES ON FOLLOWIN PAGE)

TO:USPTO Assignment Division COMPANY:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark
Assignment as of the date first written above.

Ennis Paint Canada ULC

By: R. Steven Vetter

Name: R. Steven Vetter

Title: President & CEO

[AGREED TO AND ACCEPTED:]

Flint Trading, Inc.

By: [Signature]

Name: Matthew Soule

Title: President

TO:USPTO Assignment Division COMPANY:

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Action/Due Date
Canada	STREETPRINT PAVEMENT TEXTURING & Design	Registered	722630	12 Feb 1993	427624	20 May 1994	Renewal/20 May 2024
United States	STREETPRINT PAVEMENT TEXTURING & Design	Registered	74567553	12 Mar 1993	1964399	26 Mar 1996	Renewal/26 Mar 2016
Japan	STREETPRINT PAVEMENT TEXTURING & Design	Registered	111235/1994	01 Nov 1994	4045994	22 Aug 1997	Renewal/22 Aug 2017
Germany	STREETPRINT CREATIVASPHALT & Design	Registered	395647929.0	10 Nov 1993	39547929	21 Mar 1997	Renewal/10 Nov 2015
United States	STREETBOND SURFACING SYSTEM & Design	Registered	751286803	30 Apr 1997	2218231	19 Jan 1999	Renewal/19 Jan 2019
Mexico	STREETPRINT	Registered	291105	01 Apr 1997	569177	30 Jan 1998	Renewal/01 Apr 2017
Czech Republic	StreetPrint	Registered	O-121366-97	18 Apr 1997	210631	29 Jun 1998	Renewal/18 Apr 2017
Slovakia	StreetPrint	Registered	POZ-1086-97	18 Apr 1997	187832	17 Nov 1999	Renewal/18 Apr 2017
United States	STREETBOND Design	Registered	751286802	30 Apr 1997	2222243	09 Feb 1999	Renewal/09 Feb 2019
Turkey	StreetPrint	Registered	971005471	16 Apr 1997	183381	15 Apr 1997	Renewal/16 Apr 2017

TRADEMARK

REEL: 005689 FRAME: 0417

TO:USPTO Assignment Division COMPANY:

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Action/Due Date
Australia	STREETPRINT	Registered	734132	08 May 1997	734132	30 Dec 1997	Renewal/08 May 2017
European Community	StreetPrint Design	Registered	533414	12 May 1997	533414	23 Jun 1999	Renewal/12 May 2017
European Community	StreetBond	Registered	1304054	09 Sep 1999	1304054	13 Nov 2000	
Malaysia	StreetPrint	Registered	99012308	06 Dec 1999	99012308	06 Dec 1999	Renewal/06 Dec 2019
Singapore	StreetPrint	Registered	199/137351	29 Nov 1999	199/137351	08 Jan 2001	Renewal/29 Nov 2019
China	StreetPrint	Registered	2000116218	03 Aug 2000	1712604	13 Feb 2002	Not renewed by IPC
China	StreetPrint	Registered	2000116219	03 Aug 2000	1649536	14 Oct 2001	Not renewed by IPC
China	StreetPrint	Registered	2000116220	03 Aug 2000	1745885	14 Apr 2002	Not renewed by IPC
China	StreetPrint	Registered	2000116221	03 Aug 2000	1675672	28 Nov 2001	Not renewed by IPC
Russian Federation	StreetPrint	Registered	2008700965	18 Jan 2008	375575	25 May 2009	Renewal/18 Jan 2018
Ukraine	StreetPrint	Registered	M2008 00512	15 Jan 2008	107485	25 May 2009	Renewal/15 Jan 2018