

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameron International Corporation		11/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ameron Pole Products LLC		
Street Address:	7909 Parkwood Circle Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3634924	UPOLE	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 TRAVIS		
Address Line 2:	SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0015379-129		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		
DATE SIGNED:	02/01/2016		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS, SERVICE MARKS, AND TRADE NAMES

This Assignment of Trademarks, Service Marks, and Trade Names (this "Assignment") is made and entered into as of November 30, 2015, by and between Ameron International Corporation, a Delaware corporation, having an address of 7909 Parkwood Circle Dr., Houston, Texas ("Assignor"), and Ameron Pole Products LLC, a Delaware limited liability company, having an address of 7909 Parkwood Circle Dr., Houston, Texas ("Assignee"). Assignor and Assignee are sometimes referred to in this Assignment individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the sole owner of the right, title, and interest in and to certain registered and pending trademarks and service marks and unregistered marks and trade names listed in Exhibit A attached hereto, collectively hereafter "Marks";

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the Marks;

WHEREAS in accordance with that certain Contribution Agreement, dated as of even date hereof, Assignor agrees to assign and otherwise transfer all its rights in and to the Marks and is assigning and otherwise transferring such rights contemporaneously herewith;

WHEREAS, the Parties wish to memorialize for recordation purposes such transfer and otherwise ratify such transfer of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to the extent not already performed, the Assignor does hereby, sell, convey, assign, transfer, and set over and does hereby otherwise ratify the sale, conveyance, assignment, transfer, and set over to the Assignee all of Assignor's entire right, title, and interest in and to the Marks and all associated rights, together with the goodwill of Assignor associated with the Marks, and the full right to sue for past, present, or future infringement of any of such Marks, these rights to be held and enjoyed by the Assignee, its successors, and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made (including but not limited to, all registration rights with respect to the Marks, and the right of claiming for itself the priority of filing applications for the registration of the Marks in other countries of the world, including in accordance with Article 4 of the International Paris Convention (1883), and any other applicable convention and/or treaty. Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign country trademark or service mark or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

This Assignment is binding upon and inures to the benefit of the Parties hereto, and their permitted successors in interest and assigns.

This Assignment shall be governed by the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

This Assignment may be amended or modified only by a written instrument executed by
[Step #2]

the Parties hereto.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, and all such counterparts shall constitute one agreement. A manual signature on this Assignment, an image of which shall be transmitted electronically, shall constitute an original signature for all purposes. The delivery of copies of this Assignment, including executed signature pages by electronic transmission, will constitute effective delivery.

[Signature Page Follows]

[Step #2]

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hand and seal by their duly authorized representative.

ASSIGNOR:

AMERON INTERNATIONAL CORPORATION
a Delaware corporation

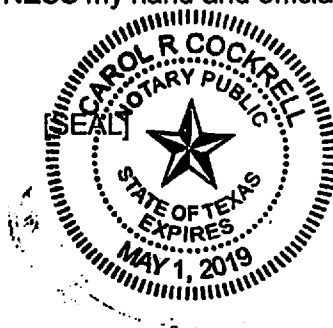
By: Trevor B. Martin
Name: Trevor B. Martin
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

ss.

On November 30, 2015, before me, the undersigned Notary Public, in and for said State, personally appeared Trevor B. Martin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Carol R. Cockrell
Notary Public in and for the State of Texas
My Commission Expires: May 1, 2019

ASSIGNEE:

AMERON POLE PRODUCTS LLC
a Delaware limited liability company

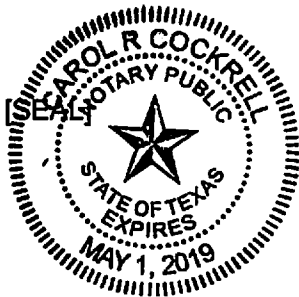
By: *Trevor B. Martin*
Name: Trevor B. Martin
Title: Manager

STATE OF TEXAS)
)
COUNTY OF HARRIS)

ss.

On November 30, 2015, before me, the undersigned Notary Public, in and for said State, personally appeared Trevor B. Martin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Carol R. Cockrell
Notary Public in and for the State of Texas
My Commission Expires: May 1, 2019

Exhibit A

Marks

Mark	Country	Reg. No.	Reg. Date
UPOLE	Canada	TMA824239	16-May-12
UPOLE	Mexico	1115736	17-Aug-09
UPOLE	United States of America	3634924	09-Jun-09