

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Green Builder Services, LLC (d/b/a Key Insulation)		01/22/2016	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	IBP Texas Assets I, LLC		
Street Address:	495 S. High Street		
Internal Address:	Suite 50		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4808295	WHAT'S IN YOUR WALLS?	
Registration Number:	4295442	KEY INSULATION	
Registration Number:	4289046	KEY INSULATION	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	28450/04287		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	02/01/2016		
Total Attachments: 5			

CH \$90.00 4808295

source=03529429#page1.tif

source=03529429#page2.tif

source=03529429#page3.tif

source=03529429#page4.tif

source=03529429#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of January 22, 2016 (the “Effective Date”) by and between Key Green Builder Services, LLC (d/b/a Key Insulation), a Texas limited liability company (“Assignor”), and IBP Texas Assets I, LLC a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, that Assignee is acquiring substantially all of the assets of Assignor and is a successor to Assignor’s business; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s rights, title and interests in all of its Intellectual Property Rights (as the term is defined in the Purchase Agreement), and Assignee desires to accept the assignment of such Intellectual Property Rights from Assignor, subject to the terms and conditions of the Purchase Agreement and this Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all of Assignor’s worldwide right, title and interest in and to: (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor and used in or useful to the operation of its business, including, but not limited to, those identified on Schedule A attached hereto, (collectively, the “Marks”); (ii) all registrations and applications for registration of the Marks worldwide, including, but not limited to, the trademark registration identified on Schedule B attached hereto; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including, but not limited to, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration, but at the expense of Assignee, its successors, assigns or other legal representatives.

In witness whereof, Assignor has executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNEE:

IBP TEXAS ASSETS I, LLC

By: 
Name: Michael T. Miller
Title: EVP and CFO

ASSIGNOR:

KEY GREEN BUILDER SERVICES, LLC

VALRO ENTERPRISES, INC., its manager

By: _____
Name: Ross E. Bacon
Title: CEO and CFO

In witness whereof, Assignor has executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNEE:

IBP TEXAS ASSETS I, LLC

By: _____

Name: Michael T. Miller

Title: EVP and CFO

ASSIGNOR:

KEY GREEN BUILDER SERVICES, LLC

VALRO ENTERPRISES, INC., its manager

By:  _____


Name: Ross E. Bacon

Title: CEO and CFO

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 005722 FRAME: 0420**

SCHEDULE A

MARKS
WHAT'S IN YOUR WALLS?

KEY INSULATION
ONE SOURCE MULTIPLE SOLUTIONS
HIGH PERFORMANCE BUILDING SOLUTIONS
OUR SPECIALTY: HIGH PERFORMANCE SOLUTIONS AND CUSTOMER SATISFACTION

SCHEDULE B

TRADEMARK REGISTRATION

Trademark	Filing Date	Application No.	Registration Date	Registration No.	Status
WHAT'S IN YOUR WALLS	2/5/2015	86/525,472	9/8/2015	4,808,295	Live
KEY INSULATION & DESIGN	7/1/2012	85/666,354	2/26/2013	4,295,442	Live
KEY INSULATION	7/1/2012	85/666,352	2/12/2013	4,289,046	Live