TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM371667

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

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.

Phone: 216-622-8200

Email: ipdocket@calfee.com

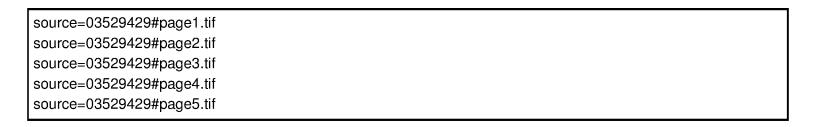
Correspondent Name: Calfee, Halter & Griswold LLP

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



Execution Version

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 <u>Schedule A</u> 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.

{03384903.DOCX;3}

Title: CEO and CFO

[Signature Page to Trademark Assignment Agreement]

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]

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

{03384903.DOCX;3 }

SCHEDULE B

TRADEMARK REGISTRATION

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

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RECORDED: 02/02/2016