

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373120

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900353410
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Railing Dynamics, Inc.		12/31/2012	CORPORATION: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	RDI Acquisition, Inc.
<b>Also Known As:</b>	Railing Dynamics, Inc.
<b>Street Address:</b>	545 Tilton Road
<b>City:</b>	Egg Harbor City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08215
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	2323823	FINYL RAIL
<b>Registration Number:</b>	2723147	ENDURANCE
<b>Registration Number:</b>	3149785	NOVALINE
<b>Registration Number:</b>	3201365	STRATA
<b>Registration Number:</b>	3517648	TITAN PRO RAIL
<b>Registration Number:</b>	3648282	FOR HOME FOR LIFE
<b>Registration Number:</b>	3754684	RDI
<b>Registration Number:</b>	3754687	RDI
<b>Registration Number:</b>	3927378	RAILING DYNAMICS, INC.
<b>Registration Number:</b>	4227422	RDI METALWORKS
<b>Registration Number:</b>	4265457	EXCALIBUR

## CORRESPONDENCE DATA

Fax Number: 44089152

*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:** 609-389-5525  
**Email:** deborah.mcgowan@us.ebarrette.com  
**Correspondent Name:** Deborah Kelly McGowan  
**Address Line 1:** 545 Tilton Road  
**Address Line 4:** Egg Harbor City, NEW JERSEY 08215

**NAME OF SUBMITTER:** Deborah Kelly McGowan

**SIGNATURE:** /Deborah Kelly McGowan/

**DATE SIGNED:** 02/12/2016

**Total Attachments: 10**

source=RDI Assignment 2-11-16#page1.tif  
source=RDI Assignment 2-11-16#page2.tif  
source=RDI Assignment 2-11-16#page3.tif  
source=RDI Assignment 2-11-16#page4.tif  
source=RDI Assignment 2-11-16#page5.tif  
source=RDI Assignment 2-11-16#page6.tif  
source=RDI Assignment 2-11-16#page7.tif  
source=RDI Assignment 2-11-16#page8.tif  
source=RDI Assignment 2-11-16#page9.tif  
source=RDI Assignment 2-11-16#page10.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademark (this "Assignment"), dated as of December 31, 2012, is entered into between RAILING DYNAMICS, INC. ("RDI" or "Seller"), a New Jersey corporation, and RDI ACQUISITION, INC., a New Jersey corporation ("Buyer").

WHEREAS, RDI has adopted, used, used in commerce, and/or registered certain trademarks, service marks, brand names, trade names, logos, designs, trade dress, and other proprietary indicia of goods and services, whether registered or not, in connection with its business (collectively, the marks identified on Exhibit A hereto are referred to as the "Marks");

WHEREAS, RDI wishes to assign to Buyer, and Buyer wishes to acquire from RDI the entire right, title, and interest in and to the Marks, including all trademark rights in such Marks, whether registered or not, together with all registrations and applications for registration of such trademarks, including all intent-to-use applications, and including all issuances, extensions, and renewals of such registrations and applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RDI does hereby sell, assign, and transfer unto said Buyer, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Marks, together with all trademark rights in such Marks, whether registered or not, and together with all registrations and applications for registration of such trademark rights RDI has obtained or sought in connection therewith. RDI does further sell, assign, and transfer unto said Buyer, its successors, assigns and legal representatives, RDI's entire right, title and interest in and to any and all claims, causes of action, and rights of recovery of damages arising out of any past, present or future infringement of any trademark rights in such Marks, together with the right to sue for and collect such damages.

RDI hereby authorizes and requests the trademark office of the country in which this Assignment is recorded to issue to Buyer or its successors or assigns, all trademark applications and trademarks assigned hereunder.

RDI hereby agrees to execute any papers, provide any information and testify in any interference or litigation at the request of Buyer, its successors, assigns and legal representatives, when deemed essential to Buyer's, its successor's, assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the trademark applications and trademarks assigned hereunder.

RDI furthermore agrees upon request of said Buyer, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by said Buyer, its successors, assigns and legal representatives, for the filing and granting of the trademark applications and trademarks assigned hereunder and the perfecting of title thereto in said Buyer, its successors, assigns and legal representatives.

**RDI** hereby grants the **Buyer's** legal representatives the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the recordation rules of the trademark office in which this Assignment is recorded.

**RDI** hereby authorizes **Buyer** to unilaterally amend this Assignment by adding an Exhibit which lists the issued trademarks and trademark applications assigned hereunder by application number, registration number, or other identifying information.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

*[Signature pages follow]*

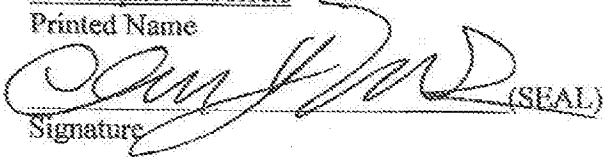
EXECUTED on the following date: 12/31/12

SIGNED, SEALED AND DELIVERED by Railing Dynamics, Inc. (RDI) as of the date set forth above.

RDI's Representative:

Christopher J. Terrels

Printed Name

 (SEAL)  
Signature

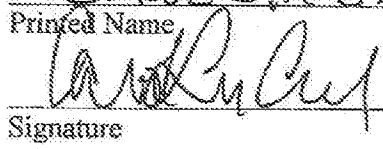
President

Title

Notary or Witness:

On the date set forth above, before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

CAROL LYNN GROE  
Printed Name

  
Signature

CAROL L. GROE  
ID # 238902  
NOTARY PUBLIC OF NEW JERSEY  
EXPIRES 01/01/15

SIGNED, SEALED AND DELIVERED by RDI Acquisition, Inc. (BUYER) as of the date set forth above.

RDI Acquisition, Inc.'s Representative:

Jean DesAutels

Printed Name

\_\_\_\_\_  
Signature (SEAL)

President

Title

Notary or Witness:

On the date set forth above, before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

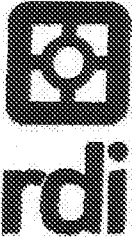
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

[Exhibit A follows]

EXHIBIT A

MARKS

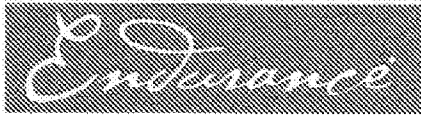
REGISTERED MARKS	Type	U.S. Registration Number	Date Registered
FTNYL RAIL	Standard Character	2,323,823	February 29, 2000
ENDURANCE	Standard Character	2,723,147	June 10, 2003
NOVALINE	Standard Character	3,149,785	September 26, 2006
STRATA	Standard Character	3,201,365	January 23, 2007
TITAN PRO RAIL	Standard Character	3,517,648	October 14, 2008
FOR HOME FOR LIFE	Standard Character	3,648,282	June 30, 2009
	Stylized	3,754,684	March 2, 2010
rdi	Standard Character	3,754,687	March 2, 2010
RAILING DYNAMICS, INC.	Standard Character	3,927,378	March 8, 2011
RDI METALWORKS	Standard Character	4,227,422	October 16, 2012
EXCALIBUR	Standard Character	4,265,457	December 25, 2012

**OTHER MARKS**

www.rdirail.com

rdirail

RDI Rail



Endurance Railing

Endurance Original Rail

Endurance Deck Rail

Endurance Porch Rail

Endurance Crossover Product

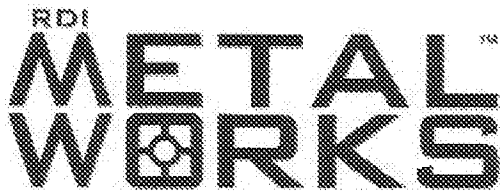
Endurance Porch & Newel Post

Endurance Hand Rail



Titan Pro Rail

Titan Pro Railing



RDI Metal Works

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF  
INCORPORATION  
OF RDI ACQUISITION, INC.

CGN  
FILED  
JAN 15 2013  
STATE TREASURER

0101025095

RDI Acquisition, Inc., a Delaware corporation (the "Corporation"); does hereby certify that:

I.

Section 1 of the Certificate of Incorporation of the Corporation is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

1. The name of the Corporation is Railing Dynamics, Inc.

II.

The number of shares outstanding at the time of the adoption of the amendment was 100. The total number of shares entitled to vote thereon was 100. The foregoing amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by vote of the shareholders of the corporation on the 2<sup>nd</sup> day of January, 2013. On such date 100 votes were cast for such amendment and 0 votes were cast against such amendment.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to the Certificate of Incorporation to be signed by its President this the 2<sup>nd</sup> day of January, 2013.

By   
Jean DesAutels, President

3053040  
0101025095



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of December 31, 2012 (the "Closing Date"), is entered into among RAILING DYNAMICS, INC. ("RDI" or "Seller"), a New Jersey corporation; RDI ACQUISITION, INC., a New Jersey corporation ("Buyer"); and CHRISTOPHER J. TERRELS, an individual resident of the State of New Jersey ("Shareholder").

### RECITALS:

WHEREAS, Seller is engaged in the business of developing, producing, marketing and selling railing, decking and related products for residential and commercial applications (the "Business");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and certain Liabilities of Seller, 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 DEFINITIONS

Certain capitalized terms used in this Agreement have the meanings specified in the Glossary attached hereto. Other capitalized terms are defined in the body of this Agreement.

### ARTICLE II PURCHASE AND SALE

**Section 2.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including the following:

- (a) those Contracts set forth on Schedule 2.01(d) (the "Assigned Contracts");
- (b) all Intellectual Property Assets, including all registered or unregistered patents and trademarks, service marks, trade names, brand names, related research and development

rights owned by the Seller related to the name "Railing Dynamics, Inc.," "rdi," "Railing Dynamics," and the other names listed on Schedule 2.01(b), product and service names of the Seller, and all goodwill related thereto;

(c) all inventory, furniture, fixtures, equipment, machinery, tools, tooling, adapters, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the "**Tangible Personal Property**");

(d) the Leased Real Property identified on Schedule 2.01(d);

(e) all transferrable Permits, approvals and authorizations from Governmental Authorities, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets;

(f) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(g) originals, or where not available, copies, of all books and records, excluding those items set forth in Section 2.02(b), but including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, bar codes, material and research and intellectual property files relating to the Intellectual Property Assets ("**Books and Records**");

(h) all telephone numbers, facsimile numbers, websites, domains, e-mail addresses and listings used in the Business;

(i) all bank accounts, but excluding any cash held or deposited therein on the Closing Date and excluding the bank account identified on Schedule 2.08 (the "**Clearing Account**"); and

(j) all goodwill and the going concern value of the Business.

**Section 2.02 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**");

(a) Contracts that are not Assigned Contracts (the "**Excluded Contracts**");

(b) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

(c) cash and cash equivalents, and the Clearing Account;

(d) all other short term assets as defined under GAAP (including all marketable securities and accounts receivable), other than inventory;

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.

SELLER:

BUYER:


RAILING DYNAMICS INC.

RDI ACQUISITION, INC.

By \_\_\_\_\_

Name: Christopher J. Terrels

Title: President

By  \_\_\_\_\_

Name: Jean Desautels

Title: President

SHAREHOLDER:

\_\_\_\_\_  
CHRISTOPHER J. TERRELS

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.

SELLER:

BUYER:

RAILING DYNAMICS INC.

RDI ACQUISITION, INC.

By 

By \_\_\_\_\_

Name: Christopher J. Terrels

Name: Jean DesAutels

Title: President

Title: President

SHAREHOLDER:

  
CHRISTOPHER J. TERRELS