

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin Door Manufacturing		02/29/2016	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	MDM Utah, LLC		
Street Address:	2828 South 900 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84119		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2582341	MARTIN DOOR MANUFACTURING	
Registration Number:	2578782	MARTIN GARAGE DOORS	
Registration Number:	2578781	MARTIN DOORS	
Registration Number:	2578780	MARTIN DOOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	602-382-6572		
Email:	krigby@swlaw.com		
Correspondent Name:	Eric Nielsen, Snell & Wilmer L.L.P.		
Address Line 1:	400 East Van Buren		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	61430.00003		
NAME OF SUBMITTER:	Eric Nielsen		
SIGNATURE:	/Eric Nielsen/		
DATE SIGNED:	03/03/2016		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of February 29, 2016, is made by Martin Door Manufacturing, a Utah corporation ("**Assignor**"), located at 2828 South 900 West, Salt Lake City, Utah 84119, in favor of MDM Utah, LLC, a Utah limited liability company ("**Assignee**"), located at 2828 South 900 West, Salt Lake City, Utah 84119, the assignee of certain assets of Assignor pursuant to a Contribution Agreement between Assignee and Assignor, dated as of February 29, 2016 (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(d) 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

(e) 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. Any representations, warranties, covenants, agreements and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

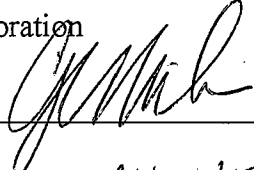
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

[SIGNATURE PAGE FOLLOWS]

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

Martin Door Manufacturing, a Utah corporation

By:  _____

Name: GARY NIELSON

Title: PRESIDENT

Address for Notices:

2828 South 900 West

Salt Lake City, Utah 84119

AGREED TO AND ACCEPTED:

MDM Utah, LLC, a Utah limited liability company

By:  _____

Name: SCOTT HANSEN

Title: CEO

Address for Notices:

2828 South 900 West

Salt Lake City, Utah 84119

SCHEDULE 1

Title	Country	Application No.	Filing Date	Patent Number	Issue Date
SPRING FORCE SAFETY LOCKING SYSTEM FOR SECTIONAL DOORS	US	10/165,005	June 7, 2002	6,742,564	June 1, 2004
CONTROLLED DESCENT DEVICE	US	11/199,022	August 8, 2005	7,428,918	September 30, 2008
SYSTEMS AND METHODS FOR MANUFACTURING A CARRIAGE STYLE SECTIONAL DOOR	US	13/403,742	February 23, 2012	8,925,203	January 6, 2015
SYSTEMS AND METHODS FOR MANUFACTURING A CARRIAGE STYLE SECTIONAL DOOR	US	14/589,981	January 5, 2015	NA	NA

Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
GOT YOUR GROOVE ON?	Pending	86/775,718	October 1, 2015	NA	NA
GET YOUR GROOVE ON!	Pending	86/775,712	October 1, 2015	NA	NA
MARTIN DOOR MANUFACTURING	Registered	78/040,057	December 20, 2000	2,582,341	June 18, 2002
MARTIN GARAGE DOORS	Registered	78/040,055	December 20, 2000	2,578,782	June 11, 2002
MARTIN DOORS	Registered	78/040,051	December 20, 2000	2,578,781	June 11, 2002
MARTIN DOOR	Registered	78/039,440	December 15, 2000	2,578,780	June 11, 2002