

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380765

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900359731

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boston Cedar, Inc.		04/01/2016	Corporation: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Lumber Group, LLC
<b>Street Address:</b>	2160 Satellite Blvd.
<b>Internal Address:</b>	Suite 450
<b>City:</b>	Duluth
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30097
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3063732	PEARL
Registration Number:	3207867	OUTBACK DECKING
Registration Number:	3622648	OUTBACK DECKING
Registration Number:	3282709	BOSTON CEDAR & MILLWORK
Registration Number:	3377642	TITANIUM WHITE
Registration Number:	4636288	TIO2 TITANIUM WHITE
Registration Number:	4640141	TIO2 TITANIUMWHITE
Registration Number:	3560512	BOSTON CEDAR.COM
Registration Number:	3560889	BEVEL IN A BOX
Registration Number:	3557410	BEVEL IN A BOX
Registration Number:	3738002	CEDARSIDE
Registration Number:	4235634	CEDARSIDE
Registration Number:	4026221	CEDARSOLUTIONS
Registration Number:	4159359	CEDARTRIM
Registration Number:	4070377	TRUE GOLD
Registration Number:	4435449	BOSTON CEDAR
Registration Number:	4567010	WHITE GOLD BY BOSTON CEDAR

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 404.527.4157  
**Email:** shauna.murray@dentons.com  
**Correspondent Name:** John Griffiee  
**Address Line 1:** 303 Peachtree Street  
**Address Line 2:** NE Suite 5300  
**Address Line 4:** Atlanta, GEORGIA 30308-3265

<b>ATTORNEY DOCKET NUMBER:</b>	15258610-000001
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<b>NAME OF SUBMITTER:</b>	John Griffiee
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<b>SIGNATURE:</b>	/John Griffiee/
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<b>DATE SIGNED:</b>	04/15/2016
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**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Trademark Assignment"), effective as of April 1, 2016 (the "Effective Date"), is made by **BOSTON CEDAR, INC.**, a Massachusetts corporation ("Assignor"), in favor of **U.S. LUMBER GROUP, LLC**, a Delaware limited liability company ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of even date herewith, by and among the Assignor, the Assignee, and Robert F. Ankner (the "Purchase Agreement").

**RECITALS:**

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and deliver to Assignee, all of Assignor's right, title and interest in and to the Assets (as defined in the Purchase Agreement), including the Assigned Marks (as defined below), and agreed to execute this Trademark Assignment to enable Assignee to record the assignment of the Assigned Marks with the U.S. Patent and Trademark Office and otherwise.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual benefits to be derived herefrom, the parties hereby agree as follows:

**AGREEMENT:**

**1. Assignment.** Pursuant to the Purchase Agreement, the parties acknowledged and agreed that, upon the execution thereof, Assignee would own all worldwide right, title and interest in and to the marks set forth on **Schedule A** attached hereto and in the goodwill associated with same (collectively, the "Assigned Marks"). As of the date hereof, Assignor hereby unconditionally and irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following with respect to the Assigned Marks: (i) the trademark registrations, trademark applications, common law rights and goodwill in and to the Assigned Marks and all issuances, extensions and renewals thereof; (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (iii) 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 (iv) any and all claims and causes of action, 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, with respect to any of the foregoing.

**2. Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Marks are properly assigned to the Assignee, or any assignee or successor thereto.

**3. Complete Agreement.** This Trademark Assignment and the Purchase Agreement contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment. In the event of a conflict between the terms and conditions of this Trademark Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall prevail, and the parties agree to reasonably cooperate to effect the terms and intentions set forth in the Purchase Agreement with respect to the assignment of the Assigned Marks.

**4. Counterparts.** This Trademark Assignment may be executed in counterparts, and by each party on a separate counterpart, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument. Counterparts delivered in .PDF by electronic mail or other electronic means shall be treated as originals for all purposes.

**5. Successors and Assigns.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, representatives and assigns, and may not be modified or terminated except as set forth in writing signed by Assignor and Assignee.

**6. Governing Law.** This Trademark Assignment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware without giving effect to such state's conflict-of-law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

**“ASSIGNOR”**

**BOSTON CEDAR, INC.**

By: 

Name: Robert F. Ankner

Title: President

**“ASSIGNEE”**

**U.S. LUMBER GROUP, LLC**

By: \_\_\_\_\_

Name: Jeffrey D. McLendon

Title: President and COO

*(Signature Page to Trademark Assignment Agreement)*

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

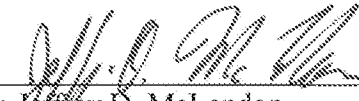
"ASSIGNOR"

BOSTON CEDAR, INC.

By: \_\_\_\_\_  
Name: Robert F. Ankner  
Title: President

"ASSIGNEE"

U.S. LUMBER GROUP, LLC

By:  \_\_\_\_\_  
Name: Jeffrey D. McLendon  
Title: President and COO

*(Signature Page to Trademark Assignment Agreement)*

**SCHEDULE A**  
**ASSIGNED MARKS**

<b>U.S. Trademark</b>	<b>Reg./Ser. No.</b>	<b>Registration Date/Application Date</b>
PEARL	3,063,732	2/28/06
OUTBACK DECKING	3,207,867	2/13/07
OUTBACK DECKING & Kangaroo Design	3,622,648	5/19/09
BOSTON CEDAR & MILLWORK	3,282,709	8/21/07
TITANIUM WHITE	3,377,642	2/5/08
TiO2 TITANIUM WHITE (Stylized and horizontal)	4,636,288	11/11/14
TiO2 TITANIUM WHITE (Stylized, in color and horizontal)	4,640,141	11/18/14
BOSTON CEDAR.COM & Design	3,560,512	1/13/09
BEVEL IN A BOX	3,560,889	1/13/09
BEVEL IN A BOX & Design (color)	3,557,410	1/6/09
CEDARSIDE	3,738,002	1/12/10
CEDARSIDE & Design	4,235,634	11/6/12
CEDARSOLUTIONS	4,026,221	9/13/11
CEDARTRIM & Design	4,159,359	6/12/12
TRUE GOLD	4,070,377	12/13/11
BOSTON CEDAR	4,435,449	11/19/13
WHITE GOLD BY BOSTON CEDAR	4,567,010	7/15/14