

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gardner Asphalt Corporation		05/24/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gardner-Gibson, Inc.		
Street Address:	P.O. Box 5449		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33675		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3719244	ROOFXTENDER	
CORRESPONDENCE DATA			
Fax Number:	4073842601		
<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:	407-384-6156		
Email:	trademarks@briangibbons.com		
Correspondent Name:	Brian Gibbons		
Address Line 1:	3936 S. Semoran Blvd., Suite 330		
Address Line 4:	Orlando, FLORIDA 32822		
NAME OF SUBMITTER:	Brian Gibbons		
SIGNATURE:	/Brian Gibbons/		
DATE SIGNED:	06/01/2016		
Total Attachments: 2			
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OP \$40.00 3719244

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Gardner Asphalt Corporation ("Assignor") and Gardner-Gibson Inc. ("Assignee") are each Delaware corporations whose addresses are 4161 E. 7th Avenue, Tampa, Florida 33605.

WHEREAS, Assignor desires to assign any and all rights it may have in the ROOFXTENDER mark (the "Mark"), together with the goodwill of the business in connection with which the Mark has been used (the "Goodwill"), to Assignee, and Assignee desires to acquire said rights from Assignor.

NOW, THEREFORE, Assignor and Assignee agree as follows:

Section 1 – Assignment. In return for good and valuable considerations provided by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Mark and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, licensees, successors, assigns, and legal representatives, for the full extent of the life of the Mark, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made, including without limitation Registration No. 3719244 and any and all other applications and registrations for such Mark.

Section 2 – Defense of Rights. Assignor further grants to Assignee the right to sue for past infringement, dilution, and any other violation of rights in the Mark and the Goodwill. The expense of such suits to protect the rights in the Mark and the Goodwill shall be borne entirely by Assignee, and any and all recoveries from any suit or settlement shall go to Assignee.


Section 3 - License. Assignee hereby grants to Assignor a non-exclusive, worldwide and royalty-free license to use the Mark. Assignor acknowledges Assignee's ownership of the Mark, and that all rights and goodwill created by Assignor's use of the mark shall inure to the benefit of Assignee and not Assignor. Assignor agrees to conduct and direct its operations and those of any sublicensee in such a way as to maintain the reputation and public perception of high quality associated with Assignee's trademarks. Assignee shall exercise control over the use of the Mark and the quality of the products in connection with which the Mark is used, which it may do so directly or through delegation. This license may be revoked by Assignee at any time.

Section 4 - Sublicenses. Assignee also grants to Assignor the right to sublicense its rights to this Mark.


IN WITNESS WHEREOF, Gardner Asphalt Corporation and Gardner-Gibson Inc. have caused this Assignment to be executed, to be effective as of the date both parties have signed this assignment.

GARDNER ASPHALT CORPORATION:
(Assignor)

GARDNER-GIBSON INC.:
(Assignee)



Signature



Signature

Robert M. Hyer, VP Sales & Marketing

Name and Title

Robert M. Hyer, VP Sales & Marketing

Name and Title

5/24/16

Date

5/24/16

Date