

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387856

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barron Designs, Inc. | | 06/07/2016 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Barron Designs, LLC | | |
| Street Address: | 517 G Acorn Street | | |
| City: | Deer Park | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11729 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4550117 | FAUXPANELS.COM | |
| Registration Number: | 4541713 | FAUX PANELS | |
| 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> | | | |
| Email: | jgriswold@honigman.com | | |
| Correspondent Name: | Angela Alvarez Sujek | | |
| Address Line 1: | 39400 Woodward Ave Suite 101 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304-5151 | | |
| NAME OF SUBMITTER: | Angela Alvarez Sujek | | |
| SIGNATURE: | /angela alvarez sujek/ | | |
| DATE SIGNED: | 06/14/2016 | | |
| Total Attachments: 9 | | | |
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| source=Barron Assignment 21857576_1#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of June 7, 2016, is by and between Barron Designs, Inc., a New York corporation (“Seller”), and Barron Designs, LLC, a Delaware limited liability company (“Buyer”).

RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement of even date herewith (the “Purchase Agreement”). The execution and delivery of the Agreement is an obligation of each of Buyer and Seller for the Closing under the Purchase Agreement.

B. Sellers owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable written license, all of the Seller Intellectual Property Rights.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows

1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Assignment. In accordance with the Purchase Agreement, Seller hereby irrevocably grants, transfers, assigns and conveys unto Buyer all right, title and interest in, to and under the Seller Intellectual Property Rights, as more fully described on Exhibit A hereto.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Buyer. Following the date hereof, in case any further action is necessary to carry out the purposes of this Agreement, Seller shall take such further action (including the execution and delivery of such further instruments and documents) as Buyer may reasonably request, at the sole cost and expense of Buyer (unless Buyer is entitled to indemnification therefor under Article VII of the Purchase Agreement).

4. Terms of the Purchase Agreement. This Agreement is subject to the terms of the Purchase Agreement. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded hereby but 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement govern.

5. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of

which together will constitute one and the same instrument. A facsimile or other copy of a signature, including execution and delivery of this Agreement by electronic exchange bearing the copies of the signature of a party, shall be deemed an original for purposes of this Agreement.

6. Notices. All notices, requests, demands, claims and other communications hereunder shall be given in the manner set forth in the Purchase Agreement. Either party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice of such change in the manner set forth in the Purchase Agreement.

7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any situation in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining terms and provisions hereof or the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction so as best to give effect to the intent of the parties under this Agreement.

8. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law rules or provisions (whether of the State of York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

10. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

SELLER:

BARRON DESIGNS, INC.

By:


Ruth Barron, Vice President

BUYER:

BARRON DESIGNS, LLC

By:

David Sachs, President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement -- Barron Designs, Inc.]

TRADEMARK
REEL: 005812 FRAME: 0520

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

SELLER:

BARRON DESIGNS, INC.

By: _____
Ruth Barron, Vice President

BUYER:

BARRON DESIGNS, LLC

By: David Sachs
David Sachs, President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement – Barron Designs, Inc.]

TRADEMARK
REEL: 005812 FRAME: 0521

EXHIBIT A

Seller Intellectual Property Rights

Registered Trademarks:

| Mark | Country | Status | Serial No Filing Date | Reg. No. Reg. Date |
|----------------|--------------------------|---------------|----------------------------------|-------------------------------|
| FAUXPANELS.COM | United States of America | Registered | 85865834 March 4, 2013 | 4550117 June 17, 2014 |
| FAUX PANELS | United States of America | Registered | 85865840 March 4, 2013 | 4541713 June 3, 2014 |

Trade Names:

1. Assumed name "FauxPanels.com" registered with the State of New York, division of Corporations on April 16, 2008.
2. Assumed name "FauxWoodBeams.com" registered with the State of New York, division of Corporations on January 9, 2006.

Domain Names:

| Domain | Registrant Name | Creation | Expiration |
|------------------------|------------------------|-----------------|-------------------|
| antiguafauxbeams.com | Barron Designs, Inc. | 2006-08-30 | 2016-08-30 |
| artificialpanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| artificialcolumns.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| barrondesigns.com | Barron Designs, Inc. | 1999-05-05 | 2018-05-05 |
| beamguys.com | Barron Designs, Inc. | 2004-11-02 | 2015-11-02 |
| boxbeams.com | Barron Designs, Inc. | 2004-10-29 | 2016-10-29 |
| box-beams.com | Barron Designs, Inc. | 2006-11-03 | 2016-11-03 |
| boxbeams.net | Barron Designs, Inc. | 2006-11-20 | 2016-11-20 |
| buynailite.com | Barron Designs, Inc. | 2010-11-04 | 2016-11-04 |
| buynovik.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| buynoviksidings.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| buyroofindproducts.com | Barron Designs, Inc. | 2011-05-04 | 2016-05-04 |
| buyroofingproducts.com | Barron Designs, Inc. | 2011-05-04 | 2016-05-04 |
| ceiling-beams.com | Barron Designs, Inc. | 2006-03-21 | 2019-03-21 |

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|------------------------------|----------------------|------------|------------|
| ceilingbeams.net | Barron Designs, Inc. | 2005-10-18 | 2016-10-18 |
| columnsleeve.com | Barron Designs, Inc. | 2008-09-19 | 2017-09-19 |
| columnsleeves.com | Barron Designs, Inc. | 2008-09-19 | 2017-09-19 |
| decorativefauxbeams.com | Barron Designs, Inc. | 2005-01-19 | 2017-01-19 |
| fakebrickcolumns.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fakecolumn.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fakepanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fakepanels.org | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fakestonecolumns.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fakewoodbeams.com | Barron Designs, Inc. | 2006-07-15 | 2016-07-15 |
| falsepanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fantasticpanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fastplank.com | Barron Designs, Inc. | 2005-10-28 | 2016-10-28 |
| fastplanks.com | Barron Designs, Inc. | 2005-10-26 | 2016-10-26 |
| fastplanks.net | Barron Designs, Inc. | 2005-10-26 | 2016-10-26 |
| fauxbeam.com | Barron Designs, Inc. | 2005-01-31 | 2017-01-31 |
| fauxbeams.net | Barron Designs, Inc. | 2007-09-04 | 2017-09-04 |
| fauxbeams4less.com | Barron Designs, Inc. | 2006-08-22 | 2016-08-22 |
| fauxbeams4lessbyoutwater.com | Barron Designs, Inc. | 2006-08-22 | 2016-08-22 |
| fauxbest.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fauxbrickcolumns.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxbrickposts.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxbuildingproducts.com | Barron Designs, Inc. | 2008-03-06 | 2018-03-06 |
| fauxcedarshake.com | Barron Designs, Inc. | 2010-12-10 | 2016-12-10 |
| fauxcedarshakes.com | Barron Designs, Inc. | 2010-12-10 | 2016-12-10 |
| fauxcedarshakesiding.com | Barron Designs, Inc. | 2010-12-10 | 2016-12-10 |
| fauxceilingpanels.com | Barron Designs, Inc. | 2005-10-11 | 2016-10-11 |
| fauxclaytile.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| fauxcolumn.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxcolumns.com | Barron Designs, Inc. | 2004-11-09 | 2016-11-09 |
| faux-columns.com | Barron Designs, Inc. | 2008-03-06 | 2018-03-06 |
| fauxcolumns.info | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxcolumns.net | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxcolumns.org | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxcorbels.com | Barron Designs, Inc. | 2010-08-27 | 2016-08-27 |
| fauxfences.com | Barron Designs, Inc. | 2009-01-27 | 2017-01-27 |
| fauxlogbeams.com | Barron Designs, Inc. | 2005-09-13 | 2016-09-13 |
| fauxpanels.co | Barron Designs, Inc. | 2014-03-05 | 2019-03-04 |
| fauxpanels.com | Barron Designs, Inc. | 2005-11-19 | 2023-11-19 |
| faux-panels.com | Barron Designs, Inc. | 2010-07-13 | 2017-07-13 |
| fauxpanels.net | Barron Designs, Inc. | 2014-03-05 | 2019-03-05 |
| fauxpanels.org | Barron Designs, Inc. | 2010-07-13 | 2017-07-13 |
| fauxpillars.com | Barron Designs, Inc. | 2008-01-21 | 2017-01-21 |
| fauxposts.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxraftertails.com | Barron Designs, Inc. | 2010-08-27 | 2016-08-27 |
| fauxrockpaneling.com | Barron Designs, Inc. | 2006-05-03 | 2016-05-03 |
| fauxrockpanels.com | Barron Designs, Inc. | 2006-05-03 | 2016-05-03 |
| fauxroof.com | Barron Designs, Inc. | 2011-01-21 | 2017-01-21 |

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|--------------------------|----------------------|------------|------------|
| faux-roofing.com | Barron Designs, Inc. | 2011-05-04 | 2016-05-04 |
| fauxroofingmaterials.com | Barron Designs, Inc. | 2011-06-13 | 2017-06-13 |
| fauxroofingproducts.com | Barron Designs, Inc. | 2011-05-04 | 2016-05-04 |
| fauxsiding.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fauxsiding.net | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fauxsiding.org | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fauxslateroof.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| fauxstonecorbels.com | Barron Designs, Inc. | 2009-09-23 | 2016-09-23 |
| fauxstoneposts.com | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxtimmers.com | Barron Designs, Inc. | 2007-03-21 | 2017-03-21 |
| fauxtravertine.com | Barron Designs, Inc. | 2005-11-19 | 2016-11-19 |
| fauxwallpanels.com | Barron Designs, Inc. | 2006-05-02 | 2016-05-02 |
| fauxwonderful.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fauxwoodbeam.info | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxwoodbeam.net | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxwoodbeam.org | Barron Designs, Inc. | 2007-12-17 | 2016-12-17 |
| fauxwoodbeams.co | Barron Designs, Inc. | 2014-03-05 | 2019-03-04 |
| fauxwoodbeams.com | Barron Designs, Inc. | 2004-04-28 | 2018-04-28 |
| faux-wood-beams.com | Barron Designs, Inc. | 2007-08-10 | 2016-08-10 |
| fauxwoodbeams.net | Barron Designs, Inc. | 2005-06-22 | 2019-06-22 |
| fauxwoodbeams.org | Barron Designs, Inc. | 2013-04-09 | 2017-04-09 |
| fauxwoodbeams4less.com | Barron Designs, Inc. | 2006-08-22 | 2016-08-22 |
| fauxwoodceilings.com | Barron Designs, Inc. | 2008-03-06 | 2016-03-06 |
| fauxwoodpanels.com | Barron Designs, Inc. | 2006-05-02 | 2016-05-02 |
| fauxyourself.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| fyponbeams.com | Barron Designs, Inc. | 2006-08-18 | 2016-08-18 |
| fyponfauxbeams.com | Barron Designs, Inc. | 2006-08-18 | 2016-08-18 |
| fyponsouthwestbeams.com | Barron Designs, Inc. | 2006-08-30 | 2016-08-30 |
| greatpanels.com | Barron Designs Inc. | 2007-10-31 | 10/31/2017 |
| mockpanel.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| mockpanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| mockpanels.net | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| mockrockpanels.com | Barron Designs, Inc. | 2006-05-03 | 2016-05-03 |
| mockstone.com | Barron Designs, Inc. | 2005-11-27 | 2016-11-27 |
| novibric.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| noviclay.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| novikroofing.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| noviksiding.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| novikusa.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| novishingle.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| novislate.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| novistone.com | Barron Designs, Inc. | 2010-09-22 | 2016-09-22 |
| paneling-siding.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| panels-siding.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| panels-siding.net | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| polymerpanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| santafefauxbeams.com | Barron Designs, Inc. | 2006-08-18 | 2016-08-18 |
| sidingpaneling.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |

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|------------------------|----------------------|------------|------------|
| siding-paneling.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| siding-panels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| southwestbeams.com | Barron Designs, Inc. | 2006-08-30 | 2016-08-30 |
| southwestfauxbeams.com | Barron Designs, Inc. | 2006-08-30 | 2016-08-30 |
| stonewallsystems.com | Barron Designs, Inc. | 2009-07-31 | 2016-07-31 |
| timberbeams.com | Barron Designs, Inc. | 2005-06-16 | 2016-06-16 |
| tuscanfauxbeams.com | Barron Designs, Inc. | 2006-08-30 | 2016-08-30 |
| wonderfulpanels.com | Barron Designs, Inc. | 2007-10-31 | 2017-10-31 |
| wood-beams.com | Barron Designs, Inc. | 2015-02-17 | 2017-02-17 |
| woodbeams.net | Barron Designs, Inc. | 2005-08-23 | 2016-08-23 |
| wood-beams.net | Barron Designs, Inc. | 2006-03-21 | 2019-03-21 |
| woodboxbeams.net | Barron Designs, Inc. | 2006-11-20 | 2016-11-20 |
| wood-panels.com | Barron Designs, Inc. | 2006-04-24 | 2019-04-24 |

Unregistered Trademarks and/or Logos:

1. Barron Designs, Inc.
- 2.
3. Fauxwoodbeams.com
- 4.
5. Fauxpanels.com
- 6.
7. Fauxcolumns.com
- 8.
9. Fauxroofingproducts.com

10.

EarthRoofingProducts.com
A Superior Building Technology