

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InvisaFlow, LLC		05/31/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Euramax International, Inc.		
Street Address:	303 Research Drive, Suite 400		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3816612	FLEX GRATE	
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:	rmatthews@williamsmullen.com		
Correspondent Name:	Richard T. Matthews		
Address Line 1:	222 Central Park Avenue, Suite 1700		
Address Line 4:	Virginia Beach, VIRGINIA 23462-3035		
NAME OF SUBMITTER:	Richard T. Matthews		
SIGNATURE:	/rtm/		
DATE SIGNED:	07/13/2016		
Total Attachments: 5			
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OP \$40.00 3816612

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of May 31, 2016, is made by InvisaFlow, LLC, a Georgia limited liability company (“**Seller**”), in favor of Euramax International, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among Buyer, Seller and the members of Seller party thereto (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance:

(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 (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 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;

(c) all rights of any kind whatsoever of Seller 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) all rights to any and all claims and causes of action available to or being pursued by a Seller 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.** Seller hereby authorizes the Commissioner for Patents and 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. **Purchase Agreement.** This IP Assignment is executed and delivered pursuant to the Purchase Agreement. Notwithstanding any other provision of this IP Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, including without limitation, the representations, warranties, covenants and agreements of any of the parties thereto.

4. **Binding Effect.** This IP Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Seller and Buyer.

5. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would apply the law of a different jurisdiction.

6. **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.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

INVISAFLOW, LLC

By: 

Name: *Gregory Hall*

Title: *Vice President*

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent No./Provisional Patent No.	Application No.	Date Issued	Date Applied	Description
US 8689837	12/869,907	04/08/2014	08/27/2010	Low Profile Downspout Extension And Landscape Drainage Assembly
US D666701S	29/392,349	09/04/2012	05/19/2011	Low Profile Downspout Extension
US 8475654	12/773,672	07/02/2013	05/04/2010	Downspout Drain Connection And Filter
US 8715495	13/909,334	05/06/2014	06/04/2013	Downspout Drain Connection and Filter
US 9,080,328	14/181,044	7/14/2015	02/14/2014	Downspout Drain Connector
US 7458532	11/561,313	12/02/2008	11/17/2006	LOW PROFILE ATTACHMENT FOR EMITTING WATER
US 7748650	12/262,621	07/06/2010	10/31/2008	LOW PROFILE ATTACHMENT FOR EMITTING WATER
US 8251302	12/620327	08/28/2012	11/17/2009	LOW PROFILE ATTACHMENT FOR EMITTING WATER WITH CONNECTOR FOR CORRUGATED PIPE
US 8556195	13/545,713	10/15/2013	07/12/2012	LOW PROFILE ATTACHMENT FOR EMITTING WATER
US 7306402	10/656,699	12/11/2007	09/04/2003	LANDSCAPING CHANNEL LINER APPARATUS
US 8702346	12/716,618	04/22/2014	03/03/2010	LANDSCAPING CHANNEL LINER
China Patents ZL201530242074.1		1/13/2016	7/8/2015	Solid Gutter Cover
China Patents ZL201520494088.7		1/20/2016	7/7/2015	Spiral Pipe
China Patents ZL201530242070.3		1/13/2016	7/8/2015	Vinyl Gutter Filter
	61/285,477		12/10/2009	Low Profile Downspout Extension And Landscape Drainage Assembly
	61/215,255		5/4/2009	Landscape drain filter
	60/408,371		9/5/2002	Landscaping Channel Liner Apparatus
	61/158,150		3/6/2009	Landscaping Channel Liner
	14/050,857		10/10/2013	Low Profile Attachment for Emitting Water
	14/978,724		12/22/2015	LOW PROFILE ATTACHMENT FOR EMITTING WATER
	62/233,650		9/28/15	Gutter guard apparatus and method (PVS co-extrusion)

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TM No.	Application No.	Date Issued	Date Applied	Description
4261356	85614647	12/18/2012	05/02/2012	INVISAFLOW
3761979	76697176	03/23/2010	05/01/2009	STEALTHSPOUT (design)
4787446	86414376	8/4/2015	10/3/2014	HOOVER DAM
4754954	86415039	06/16/2015	10/05/2014	EZ FLEX
3942134	85026030	5/5/2011	4/29/2010	STEALTHFLOW (design) *Note – Needs renewal within 90 days of closing
3816612		7/13/2010		FLEX GRATE design *Note – Needs renewal within 90 days of closing