

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gardner Asphalt Corporation		07/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gardner-Gibson, Inc.		
<b>Street Address:</b>	P.O. Box 5449		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33675		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 70</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3132758	365	
<b>Registration Number:</b>	3868065	ALUMA-KOTE	
<b>Registration Number:</b>	3826785	ALUMA-SEAL	
<b>Registration Number:</b>	3203637	AMAZ 'N STUFF	
<b>Registration Number:</b>	3028760	APOC	
<b>Registration Number:</b>	2859098	ARIZONA	
<b>Registration Number:</b>	4655240	ARMOR FLEX	
<b>Registration Number:</b>	3062580	ARMORFLEX	
<b>Registration Number:</b>	3561007	BLACK GOLD	
<b>Registration Number:</b>	3006107	BRIDGE-DEK	
<b>Registration Number:</b>	3915048	DEFEAT THE HEAT	
<b>Registration Number:</b>	3285381	DON'T REPLACE IT. RESTORE IT.	
<b>Registration Number:</b>	3239901	DRIVE-MAXX	
<b>Registration Number:</b>	3239902	DRIVE-SEAL	
<b>Registration Number:</b>	3170727	DURABOND	
<b>Registration Number:</b>	4460792	DYCO PAINTS	
<b>Registration Number:</b>	4000261	DYNAMITE	
<b>Registration Number:</b>	4142643	EPOXY-TITE	
<b>Registration Number:</b>	3132757	ETERNA-FLASH	

OP \$1765.00 3132758

Property Type	Number	Word Mark
Registration Number:	4404885	FLEECE-TOP
Registration Number:	3113829	GARDNER
Registration Number:	2166962	GARDNER ASPHALT CORPORATION
Registration Number:	4430128	GREEN ENVELOPE SYSTEMS
Registration Number:	4258091	GREEN-ROAD
Registration Number:	3870915	GREEN-SEAL
Registration Number:	4230000	GREEN-SEAL
Registration Number:	4863453	HYDRO PROOF
Registration Number:	4110323	HYDRO-PROOF
Registration Number:	4384575	INCREDIBLE
Registration Number:	4475577	INCREDIBLE
Registration Number:	3507263	INSTA-KOTE
Registration Number:	3931322	INSUL-ITE
Registration Number:	2414834	LEAK STOPPER
Registration Number:	2416680	LEAK STOPPER
Registration Number:	4107616	LEAK STOPPER
Registration Number:	4107617	LEAK STOPPER
Registration Number:	4179613	LIQUID COOL
Registration Number:	3713499	LIQUID FLASH
Registration Number:	4622689	LIQUID FLASH
Registration Number:	3076636	LIQUID SILVER
Registration Number:	3058113	MOBILASTIC
Registration Number:	3911197	MONOFORM
Registration Number:	4218265	NANOSEALANT
Registration Number:	4384576	NANO-SHIELD
Registration Number:	3898482	ORO NEGRO
Registration Number:	2183476	PIPE TIGHT
Registration Number:	2109049	PRO-GARD
Registration Number:	2117488	PROLASTIC
Registration Number:	3426819	PROTECTION FROM THE ELEMENTS
Registration Number:	2245416	RAIN-PROOF
Registration Number:	2419526	RAINSHIELD
Registration Number:	3076634	RE-NEW IT
Registration Number:	3495592	RUBBER-FLEXX
Registration Number:	4724007	SHUR-STIK
Registration Number:	2169367	SILVER DOLLAR
Registration Number:	3153194	SILVER GUARD
Registration Number:	2152462	STA-KOOL

Property Type	Number	Word Mark
Registration Number:	2176513	STA-KOOL
Registration Number:	2061369	SUNBRITE
Registration Number:	2549431	SUNWHITE
Registration Number:	3229254	THE BULLET PROOF SEALANT
Registration Number:	2564726	THE CHOICE OF TOP PROFESSIONALS
Registration Number:	3435990	THE PAVEMENT MAINTENANCE EXPERTS
Registration Number:	3188337	THE ROOF RESTORATION EXPERTS
Registration Number:	3239900	ULTRA-MAXX
Registration Number:	3013055	WEATHERSEAL
Registration Number:	2785303	WET-R-DRI
Registration Number:	3169034	X-TREME
Serial Number:	87097307	SILVER-SEAL
Serial Number:	86619269	WEATHERSEAL

**CORRESPONDENCE DATA**

**Fax Number:** 4073842601

*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:** 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

<b>NAME OF SUBMITTER:</b>	Brian Gibbons
<b>SIGNATURE:</b>	/Brian Gibbons/
<b>DATE SIGNED:</b>	07/24/2016

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Gardner Asphalt Corporation ("Assignor") and Gardner-Gibson Incorporated ("Assignee"), formerly Gardner Industries, are each Delaware corporations whose addresses are 4161 E. 7<sup>th</sup> Avenue, Tampa, Florida 33605.

WHEREAS, Assignor desires to assign any and all rights it may have in any and all trademarks and service marks it may own as of the effective date of this agreement (the "Marks"), together with the goodwill of the business in connection with which the Marks have 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 Marks 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 Marks, 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 any and all registrations for such Marks and any use-based applications for such Marks (and excluding any applications currently based upon an intention to use the mark in commerce).

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 Marks and the Goodwill. The expense of such suits to protect the rights in the Marks 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 Marks, including the right to sublicense its rights to the Marks. Assignor acknowledges Assignee's ownership of the Marks, and that all rights and goodwill created by Assignor's use of the Marks 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 Marks and the quality of the products in connection with which the Marks are used, which it may do directly or through delegation. This license may be revoked by Assignee at any time.

IN WITNESS WHEREOF, Gardner Asphalt Corporation and Gardner-Gibson Incorporated 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 INCORPORATED:  
(Assignee)



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Robert M. Hyer  
VP Sales & Marketing

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Robert M. Hyer  
VP Sales & Marketing

7/15/16

7/15/16

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Date

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Date