

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Builders & Contractors Supply Co., Inc.		07/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Chelsea Building Products, Inc.		
Street Address:	565 Cedar Way		
City:	Oakmont		
State/Country:	PENNSYLVANIA		
Postal Code:	15139		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3719939	EVERLAST	
Registration Number:	3842818	EZNAIL	
Registration Number:	3842817	CEDARTOUCH	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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:	karen.spina@dbr.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	Drinker Biddle & Reath LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Robert E. Cannuscio		
SIGNATURE:	/Robert E. Cannuscio/		
DATE SIGNED:	07/28/2016		
Total Attachments: 5			
source=IP_Assignment#page1.tif			
source=IP_Assignment#page2.tif			
source=IP_Assignment#page3.tif			

OP \$90.00 3719939

source=IP_Assignment#page4.tif

source=IP_Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is entered into as of July 27, 2016 (the "Effective Date") by American Builders & Contractors Supply Co., Inc. ("ABC"), in favor of Chelsea Building Products, Inc. ("Chelsea").

WHEREAS, ABC and Chelsea are parties to a certain Asset Purchase Agreement ("Agreement") dated as of the date hereof, pursuant to which ABC has agreed to assign certain Intellectual Property Assets (as that term is defined in the Agreement) to Chelsea related to the Everlast Products (as that term is defined in the Agreement), including the intellectual property assets set forth below; and

WHEREAS, ABC now wishes to assign to Chelsea all of ABC's right, title and interest in and to the Intellectual Property Assets, including the intellectual property listed below.

NOW, THEREFORE, in consideration of the promises and undertakings herein contained and Agreement, and for other good and valuable consideration, receipt of which is acknowledged, ABC agrees as follows:

ABC irrevocably hereby assigns, transfers, conveys and delivers unto Chelsea any and all right, title and interest held by or licensed to ABC in and to all the Intellectual Property Assets, including the following, throughout the world (collectively, "Intellectual Property");

(i) all mold profiles, mold contours, product designs, embossed patterns, specifications and material formulations related to the Everlast Products;

(ii) all of Seller's rights in and to all trademarks, service marks, trade dress, logos, trade names, and other indications of origin that include the term "Everlast," together with all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith in any jurisdiction, including the Everlast trademark registration in Schedule A;

(iii) all of Seller's rights in and to all trademarks EZNAIL, CEDARTOUCH and the unregistered common law trademark EZSTACK, including the registrations set forth on Schedule A, together with all goodwill associated therewith;

(iv) all copyrights and works of authorship (whether copyrightable or not) relating solely to the Everlast Products; provided, however, ABC reserves the right to use all existing product collateral and marketing materials related to the Everlast Products, to the extent the same are not required to be transferred to Chelsea under the Agreement, in connection with future sales of Everlast Products until such time as Chelsea supplies replacement materials or otherwise directs ABC in writing to cease using the materials;

(v) all websites, website content, URLs, and domain names (including registrations thereof) relating solely to the Everlast Products, including all domain names in Schedule B;

(vi) all rights of any kind whatsoever of ABC accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, with respect to the Everlast Products and the Intellectual Property Assets;

(vii) all tangible embodiments of any of the foregoing (in whatever form or medium), including all copies thereof;

(viii) 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

(ix) any and all claims and causes of action, 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.

All rights in, to and under the Intellectual Property to be held and enjoyed by Chelsea to the same extent as would have been held and enjoyed by ABC had this sale, assignment and transfer not been made; any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property from the Effective Date; and all claims or causes of action ABC has or may have in connection with the Intellectual Property, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of the Intellectual Property.

ABC covenants and agrees that ABC shall, at the request of Chelsea or its counsel and at Chelsea's expense, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be reasonably required to carry out the intent of this Assignment, and to transfer and vest title to and in the Intellectual Property and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Intellectual Property assigned, transferred and conveyed to Chelsea pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. ABC agrees to cooperate with Chelsea to initiate the transfer process in relation to the domain names electronically from ABC's accounts to Chelsea's accounts, as soon as practicable.

ABC further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record intellectual property registrations, applications and title thereto, to record the title to the Intellectual Property Assets as the property of Chelsea, its legal representatives, successors and assigns and to issue all patents for improvements related to the Everlast Products to Chelsea, in accordance with the terms of this Assignment. ABC authorizes and requests the applicable registration authority and social media entities to transfer the domain names included in the Intellectual Property Assets from ABC to Chelsea.

This Assignment shall be binding upon and shall inure to the benefit of ABC and Chelsea and their respective successors, legal representatives and assigns, and all others acting by, through, with or under the Assignor's direction and all those in privity therewith.

This Assignment is subject to the terms and conditions set forth in Article 6 of the Agreement.

EXECUTION COPY

A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

[Signature page follows]

EXECUTION COPY

IN WITNESS WHEREOF, ABC has caused this Intellectual Property Assignment to be duly executed by the Parties as of the Effective Date.

**AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC.**

By Todd M. Brehl
Name: Todd M. Brehl
Title: VP + Chief Financial Officer

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Trademark Registrations and Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Date</u>	<u>Registration Reg #</u>	<u>Date</u>
EVERLAST	77671988	2/17/2009	3719939	12/1/2009
EZNAIL (and design)	77787048	7/22/2009	3842818	8/31/2010
CEDARTOUCH (and design)	77787016	7/22/2009	3842817	8/31/2010

SCHEDULE B

Domain Names

www.everlastsiding.com
www.everlastcladding.com