

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393943

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900371379		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daniel J. Berman		02/19/2016	INDIVIDUAL:
TheLightStrip LLC		02/19/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Euramax International, Inc.		
Street Address:	303 Research Drive		
Internal Address:	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:	3964293	THE LIGHTSTRIP RECESSED LIGHTING FOR ALU	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	404-885-3000		
Email:	jane.smith@troutmansanders.com		
Correspondent Name:	TROUTMAN SANDERS LLP		
Address Line 1:	600 Peachtree Street		
Address Line 2:	Suite 5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	243917.000004/AD		
NAME OF SUBMITTER:	Ryan A. Schneider		
SIGNATURE:	/Ryan A. Schneider, Reg. #45083/		
DATE SIGNED:	08/05/2016		
Total Attachments: 7			

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source=TM Assignment Cover Sheet #900371379 Dated 07-15-2016#page1.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of February 19, 2016, is made by Daniel J. Berman, a California resident (“**Berman**”), and TheLightStrip LLC, a California limited liability company (“**TheLightStrip**” and, collectively with Berman, the “**Sellers**”), in favor of Euramax International, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Sellers pursuant to the Asset Purchase Agreement by and among the Sellers and the Buyer dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have 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, Sellers agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers and assigns to Buyer all of such 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 any 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.** Each 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, each 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 each Seller and the Buyer.

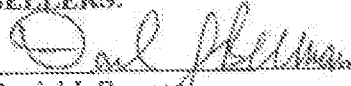
5. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would apply the law of a different jurisdiction.

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]

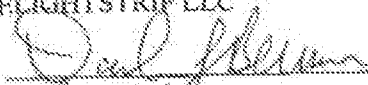
IN WITNESS WHEREOF, each Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:



Daniel J. Berman

THE FLIGHTSTRIP LLC

By: 

Name: Daniel J. Berman
Title: Authorized Signatory

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Owner	Title	Registration No.	Registration Date	Jurisdiction
Daniel J. Berman	Recessed lighting strip that interlocks between insulated roof panels	U.S. Patent No. 8,950,908	Issued on February 10, 2015	U.S.
Daniel J. Berman	Recessed lighting for metal patio cover	U.S. Design Patent No. D632,417	Issued on February 8, 2011	U.S.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Trademark	Registration No.	Registration Date	Jurisdiction
TheLightStrip LLC	THE LIGHTSTRIP RECESSED LIGHTING FOR ALUMINUM PATIO COVERS	3964293	May 24, 2011	U.S.



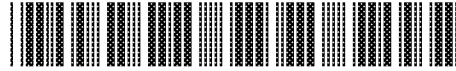
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

August 05, 2016

PTAS

TROUTMAN SANDERS LLP
600 PEACHTREE STREET
SUITE 5200
ATLANTA, GA 30308



900371379

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There is a discrepancy with the second assignor entity type according to the underlying documentation. The second assignor entity type should be reflected as: LIMITED LIABILITY COMPANY. Please amend and clarify.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Tuesday, September 6, 2016**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900371379

Access Code: RFCTAE80WNSL4N3

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MICHELE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daniel J. Berman		02/19/2016	INDIVIDUAL:
TheLightStrip LLC		02/19/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Euramax International, Inc.		
Street Address:	303 Research Drive		
Internal Address:	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:	3964293	THE LIGHTSTRIP RECESSED LIGHTING FOR ALU	
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Phone:	404-885-3000		
Email:	jane.smith@troutmansanders.com		
Correspondent Name:	TROUTMAN SANDERS LLP		
Address Line 1:	600 Peachtree Street		
Address Line 2:	Suite 5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
NAME OF SUBMITTER:	Ryan A. Schneider		
SIGNATURE:	/Ryan A. Schneider, Reg. #45083/		
DATE SIGNED:	07/15/2016		
Total Attachments: 5			
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