

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398057

<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>
WEST DEVELOPMENT GROUP, LLC		09/10/2014	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HENRY WDG, LLC		
<b>Street Address:</b>	320 Commerce Drive		
<b>City:</b>	LAGRANGE		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44050		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3854177	SYSTEM 14	
<b>Registration Number:</b>	3670119	R2R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163639001		
<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>			
<b>Phone:</b>	216-363-9000		
<b>Email:</b>	CSCHWETER@FAYSHARPE.COM		
<b>Correspondent Name:</b>	TIMOTHY E. NAUMAN		
<b>Address Line 1:</b>	1228 EUCLID AVENUE		
<b>Address Line 2:</b>	THE HALLE BUILDING, 5TH FLOOR		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>NAME OF SUBMITTER:</b>	Timothy E. Nauman		
<b>SIGNATURE:</b>	/Timothy E. Nauman/		
<b>DATE SIGNED:</b>	09/12/2016		
<b>Total Attachments: 17</b>			
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**RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT**

This RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of September 10, 2014 (the "Effective Date") by and between West Development Group, LLC, a limited liability company organized under the laws of Ohio ("Assignor") and Henry WDG, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor and its Affiliates, including without limitation the Assigned Marks (defined below); and

WHEREAS, Assignor on behalf of itself and its Affiliates wish to confirm, memorialize, and record the assignment of the Assigned Marks to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor on behalf of itself and its Affiliates does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's and its Affiliates' worldwide rights, title, and interest in and to the trademark registrations and trademark applications listed on Annex A hereto, together with all registrations and applications for the foregoing, all common law rights in the foregoing, all renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all the goodwill of the business connected with the use of and symbolized by the foregoing; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor and its Affiliates in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor and its Affiliates had this assignment not been made (collectively, the "Assigned Marks").

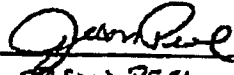
2. Assignor promptly shall, and shall cause its Affiliates, and their respective officers, directors and employees to, execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Assigned Marks worldwide.

3. Assignor on behalf of itself and its Affiliates hereby authorizes and requests an official of the United States Patent and Trademark Office, and any official of any country foreign

The undersigned parties, by their authorized representatives, have executed this Recordable Confirmation of Trademark Assignment as of the date first written above:

**"ASSIGNEE":**

HENRY WDG, LLC

By:   
Name: JASON PEEL  
Title: CFO

**"ASSIGNOR"**

WEST DEVELOPMENT GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Trademark Assignment Agreement]

TRADEMARK  
REEL: 005876 FRAME: 0608

to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

The undersigned parties, by their authorized representatives, have executed this Recordable Confirmation of Trademark Assignment as of the date first written above:


"ASSIGNEE":

HENRY WDG, LLC

By: \_\_\_\_\_  
Name:  
Title:

"ASSIGNOR"

WEST DEVELOPMENT GROUP, LLC

By:   
Name: *Richard A. West*  
Title: *president*

[Trademark Assignment Agreement]

ANNEX A

ASSIGNED MARKS

Trademark	Application Number	Registration Number	Jurisdiction	Owner of Record	Status	Renewal Date
SYSTEM 14	77/327,765	3,854,177	U.S.	West Development Group, LLC	Registered (9/28/2010)	9/28/2016
R2R	77/327,759	3,670,119	U.S.	West Development Group, LLC	Registered (8/18/2009)	8/18/2015

**United States Patent and Trademark Office**

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*Electronic Trademark Assignment System***Confirmation Receipt**

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEST DEVELOPMENT GROUP, LLC		09/10/2014	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HENRY WDG, LLC		
<b>Street Address:</b>	320 COMMERCE DRIVE		
<b>City:</b>	LAGRANGE		
<b>State/Country:</b>	OHIO		



<b>Postal Code:</b>	44050
<b>Entity Type:</b>	Limited Liability Company: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3854177	SYSTEM 14
<b>Registration Number:</b>	3670119	R2R

**CORRESPONDENCE DATA**

**Fax Number:** 2163639001  
**Phone:** 216-363-9000  
**Email:** CSCHWETER@FAYSHARPE.COM

*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.*

**Correspondent Name:** TIMOTHY E. NAUMAN  
**Address Line 1:** 1228 EUCLID AVENUE  
**Address Line 2:** THE HALLE BUILDING, 5TH FLOOR  
**Address Line 4:** CLEVELAND, OHIO 44115

<b>ATTORNEY DOCKET NUMBER:</b>	RWES 000001US01
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<b>NAME OF SUBMITTER:</b>	Timothy E. Nauman
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<b>Signature:</b>	/Timothy E. Nauman/
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<b>Date:</b>	08/08/2016
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**Total Attachments: 8**  
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**RECEIPT INFORMATION**

**ETAS ID:** TM394121  
**Receipt Date:** 08/08/2016

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WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor and its Affiliates, including without limitation the Assigned Marks (defined below); and

WHEREAS, Assignor on behalf of itself and its Affiliates wish to confirm, memorialize, and record the assignment of the Assigned Marks to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor on behalf of itself and its Affiliates does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's and its Affiliates' worldwide rights, title, and interest in and to the trademark registrations and trademark applications listed on Annex A hereto, together with all registrations and applications for the foregoing, all common law rights in the foregoing, all renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all the goodwill of the business connected with the use of and symbolized by the foregoing; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor and its Affiliates in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor and its Affiliates had this assignment not been made (collectively, the "Assigned Marks").

2. Assignor promptly shall, and shall cause its Affiliates, and their respective officers, directors and employees to, execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Assigned Marks worldwide.

3. Assignor on behalf of itself and its Affiliates hereby authorizes and requests an official of the United States Patent and Trademark Office, and any official of any country foreign

to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

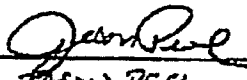
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HENRY WDG, LLC

By:   
Name: JASON PEEL  
Title: CFO

"ASSIGNOR"

WEST DEVELOPMENT GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Trademark Assignment Agreement]

TRADEMARK  
REEL: 005876 FRAME: 0617

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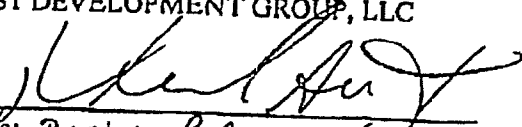
"ASSIGNEE":

HENRY WDG, LLC

By: \_\_\_\_\_  
Name:  
Title:

"ASSIGNOR"

WEST DEVELOPMENT GROUP, LLC

By:   
Name: RICHARD A. WEST  
Title: president

[Trademark Assignment Agreement]

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