

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407976

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900386466
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northwest Hardwoods, Inc.		04/18/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Weaber, Inc.
<b>Street Address:</b>	1231 Mt. Wilson Rd.
<b>City:</b>	Lebanon
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17042
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	1505937	CHOICEWOOD

## CORRESPONDENCE DATA

**Fax Number:** 2163634588  
**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:** 2163634677  
**Email:** trademark@beneschlaw.com  
**Correspondent Name:** Duncan H.Poirier  
**Address Line 1:** Benesch Friedlander Coplan & Aronoff LLP  
**Address Line 2:** 200 Public Square, Suite 2300  
**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	35118.2
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier
<b>SIGNATURE:</b>	/Duncan H. Poirier/
<b>DATE SIGNED:</b>	12/07/2016

## Total Attachments: 7

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**"), effective as of April 18, 2016, is by and between **Northwest Hardwoods, Inc.**, a Delaware corporation ("**Seller**"), and **Weaber, Inc.**, a Delaware corporation ("**Buyer**").

**WHEREAS**, Seller and Buyer have entered into a certain Asset Purchase and Sale Agreement, dated as of April 5, 2016 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to transfer and assign to Buyer the intellectual property of Seller set forth on **Exhibit A** hereto, including any logo, brand and goodwill of the Business associated therewith (the "**Assigned IP**"), and has agreed to execute and deliver this Agreement for recording with, as applicable, the United States Patent and Trademark Office, the United States Copyright Office or other applicable governmental authority.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings ascribed to them in the Purchase Agreement.
2. Assignment and Assumption. 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 (i) the Assigned IP, (ii) all claims, demands and rights of action, both statutory and based upon common law, that Seller has or might have by reason of any infringement of the Assigned IP prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Buyer's own name, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Assigned IP, including, without limitation, the right to recover for past, present or future infringements by others of the foregoing, and (iv) all rights corresponding to the Assigned IP throughout the world, as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made.
3. Recordation. Seller hereby authorizes the appropriate governmental authority to record and register the assignment of the Assigned IP pursuant to this Agreement upon request by Buyer.
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

6. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7. Counterparts. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first above written.

**NORTHWEST HARDWOODS, INC.**

By:  \_\_\_\_\_

Name: Chris Bennett

Title: Vice-President Finance &  
Acquisitions

**WEABER, INC.**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**NORTHWEST HARDWOODS, INC.**

By: \_\_\_\_\_

Name:

Title:

**WEABER, INC.**

By:  \_\_\_\_\_

Name: H. William Campbell

Title: Secretary/Treasurer

**Exhibit A**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration No.</u>	<u>Application No.</u>
Choicewood	Northwest Hardwoods, Inc.	Registered	1505937	73/716725