

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Architectural Granite & Marble, LLC		06/23/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	G&M OPCO LLC		
Street Address:	19012 Texas Hwy 71 West		
City:	Spicewood		
State/Country:	TEXAS		
Postal Code:	78669		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4842252	METROQUARTZ	
Registration Number:	4175321	COUNTERS FOR A CAUSE	
Registration Number:	4364938	WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	53865.06_Legrand		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	01/06/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT
Architectural Granite & Marble, LLC.

This Intellectual Property Assignment (this “*Assignment*”) is made effective as of June 23, 2015 (the “*Effective Date*”), by ARCHITECTURAL GRANITE & MARBLE, LLC, a Delaware limited liability company (“*Assignor*”) and G&M OPCO LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of even date herewith (as amended from time to time, the “*Asset Purchase Agreement*”), by and among Assignor, Assignee and the members of Assignor signatory thereto, Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to any patents, patent applications, trademark registrations, trademark applications, registered and unregistered copyrights, trade secrets, and domain names, including those listed on the attached Attachment A (collectively, the “*Intellectual Property*”).

B. Assignee desires to obtain all of Assignor’s right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the Assignor’s entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further actions as Assignee may reasonably deem desirable to consummate the transactions contemplated by this Assignment, including executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as desirable for such purpose. Further, at Assignee’s expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Architectural Granite & Marble, LLC

By: 

Name: Jack W. Seiders

Title: President

ASSIGNEE:

G&M OpCo LLC

By: _____

Name: Chris Zugaro

Title: Sole Manager

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

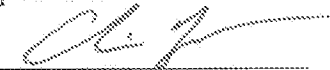
ASSIGNOR:

Architectural Granite & Marble, LLC

By: _____
Name: Jack W. Seiders
Title: President

ASSIGNEE:

G&M OpCo LLC

By: 
Name: Chris Zugaro
Title: Sole Manager

Attachment A

U.S. Trademarks

Trademark	Serial or Registration No.	Issue Date	Owner
METRO MOSAICS	78/560,962 3,694,175	02/04/2005	Architectural Granite & Marble, Ltd.
COUNTERS FOR A CAUSE	85/477,778	11/21/2011	Architectural Granite & Marble AKA AG&M, a Texas limited liability company
WORLDWIDE SOURCES. WORLD-CLASS SERVICE.	77/524,460 4,364,938	07/17/2008	Architectural Granite & Marble, Ltd.
SPICEWOOD COLLECTION	86/380,095 4,684,870	08/28/2014	Architectural Granite & Marble, Ltd.
BRILLIANT AT ANY ANGLE	86/405,805	09/25/2014	Architectural Granite & Marble, Ltd.
METRO QUARTZ	86/318,485	06/24/2014	Architectural Granite & Marble, Ltd.
METROQUARTZ	86/583,937	04/01/2015	Architectural Granite & Marble, Ltd.
METROQUARTZ (& DESIGN)	86/583,886	04/01/2015	Architectural Granite & Marble, Ltd.
CALACATTA METRO	86/637,791	05/21/2015	Architectural Granite & Marble, Ltd.

U.S. Copyrights

Title	App. No	Owner	Year
<u>AG&M Website (Screen Displays)</u>	VAu001078181	Architectural Granite & Marble, Inc.	2011
<u>AG&M Website (Source Code)</u>	TXu001755102	Architectural Granite & Marble, Inc.	2011

Domain Names

- agmgranite.com