

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412941

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State of Incorporation previously recorded on Reel 005647 Frame 0105. Assignor(s) hereby confirms the proper State of Incorporation of Diversitech Corporation is a "Georgia" Corporation.		
RESUBMIT DOCUMENT ID:	900389893		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oldcastle Precast, Inc.		09/04/2015	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	DIVERSITECH CORPORATION		
Street Address:	6650 Sugarloaf Parkway, Suite 100		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3740916	ECOPAD	
Registration Number:	2508421	DURAGRID	
CORRESPONDENCE DATA			
Fax Number:	2022634329		
<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:	202-263-4300		
Email:	swoldow@sgrlaw.com		
Correspondent Name:	Scott D. Woldow		
Address Line 1:	1055 Thomas Jefferson St. NW, Suite 400		
Address Line 4:	Washington, D.C. 20007		
ATTORNEY DOCKET NUMBER:	028924.843		
NAME OF SUBMITTER:	Scott D. Woldow		
SIGNATURE:	/SW/		
DATE SIGNED:	01/19/2017		
Total Attachments: 9			

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ETAS ID: TM358912

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oldcastle Precast, Inc.		09/04/2015	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Diversitech Corporation
Street Address:	6650 Sugarloaf Parkway
Internal Address:	Suite 100
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3740916	ECO-PAD
Registration Number:	2508421	DURAGRID

CORRESPONDENCE DATA

Fax Number: 8165317545
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: (816) 460-2400
Email: brian.mcginley@dentons.com, anita.hansen@dentons.com
Correspondent Name: Brian R. McGinley
Address Line 1: dentons US LLP
Address Line 2: P. O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	15257403.00003 (BRM)
NAME OF SUBMITTER:	Brian R. McGinley
SIGNATURE:	/Brian R McGinley/
DATE SIGNED:	10/16/2015

Total Attachments: 5
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ATTORNEY DOCKET NO.
028924.843

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT DIVISION

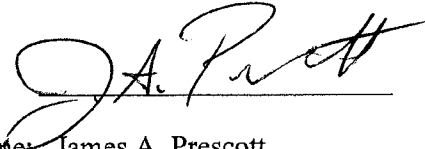
DECLARATION

I have firsthand knowledge of the facts involving the signing of the attached Assignment Agreement. DiversiTech Corporation is the current Owner of the ECOPAD and DURAGRID trademarks. The originally recorded document contains an error in the State of Incorporation. The document identifies DIVERSITECH CORPORATION as a Delaware Corporation. DIVERSITECH CORPORATION is a Georgia Corporation. This was merely an inadvertent typographical error that is being corrected with the filing of this document.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statement may jeopardize the validity of this document, declares that he is properly authorized to execute this document on behalf of the holder/owner, and all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.

Date: 12-13-16

Signature:



Printed Name: James A. Prescott

Title: President and CEO

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), effective as of September 4, 2015 (the "Effective Date"), is made by OLDCASTLE PRECAST, INC., a Washington corporation ("Seller"), located at 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338, in favor of DIVERSITECH CORPORATION, a Georgia ~~Delaware~~ corporation ("Buyer"), located at 6650 Sugarloaf Parkway, Suite 100, Duluth, Georgia 30097, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated contemporaneously herewith (the "Asset Purchase Agreement").

Under the terms of the Asset Purchase Agreement, Seller has sold, assigned, conveyed and otherwise transferred to Buyer, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this IP Assignment, for recording, as Buyer deems appropriate, with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

Accordingly, Seller and Buyer (each a "party" and, together, the "parties") agree as follows:

1. Assignment. For good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, conveys and otherwise transfers to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the intellectual property set forth on Schedule 1 attached hereto, including all common law rights and all goodwill associated with the trademarks, and including in all cases the rights to bring lawsuits and infringement claims on and against and collect damages associated therewith and therefrom for all past, present and future infringements (the "Assigned IP").

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, indemnities and other provisions contained in the Asset 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 Asset Purchase Agreement and the terms of this IP Assignment, the terms of the Asset Purchase Agreement shall govern.

4. Entire Agreement. This IP Assignment, together with the Asset Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Interpretation. All headings contained in this IP Assignment are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this IP Assignment or the Asset Purchase Agreement. Whenever the words "include," "includes," or "including" are used in this IP Assignment, they shall be deemed to be followed by the words, "without limitation."

7. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. 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, including portable document format (pdf), shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGES FOLLOW]

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

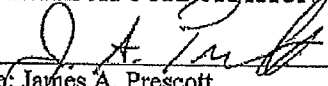
"SELLER"

OLDCASTLE PRECAST, INC.

By: _____
Name: David Steevens
Title: President

"BUYER"

DIVERSITECH CORPORATION

By:  _____
Name: James A. Prescott
Title: President and CEO

[OLDCASTLE - IP ASSIGNMENT SIGNATURE PAGE]

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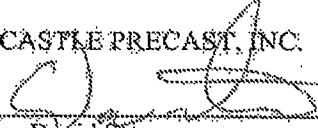
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REEL: 005963 FRAME: 0438

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

"SELLER"

OLDCASTLE PRECAST, INC.

By: 
Name: David Steevens
Title: President

"BUYER"

DIVERSITECH CORPORATION

By: _____
Name: James A. Prescott
Title: President and CEO

[OLDCASTLE - IP ASSIGNMENT SIGNATURE PAGE]

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Schedule 1

Assigned Intellectual Property

- **United States Design Patent:**
 - Patent Number: D687,473 S
 - Date of Issuance: August 6, 2013.

- **United States Registered Trademark: "ECO-PAD"**
 - Registration Number: 3740916
 - Date of Registration: January 19, 2010

- **United States Registered Trademark: "DURAGRID"**
 - Registration Number: 2508421
 - Date of Registration: November 20, 2001