

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enviroshake Inc.		12/04/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Allmet Roof Products, Ltd.		
Street Address:	10701 S River Front Pkwy, Ste 300		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86840023	ENVIROCOOL	
Serial Number:	86069642	ENVIROCLAY	
Serial Number:	86840048	ENVIROSHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	720.937.6599		
Email:	steve@fourreasonslegal.com		
Correspondent Name:	Steve Zemanick		
Address Line 1:	3570 E 12th Ave, Ste 199		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Steve Zemanick		
SIGNATURE:	/SAZ/		
DATE SIGNED:	01/24/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, Enviroshake Inc., a Canadian corporation, ("Assignor"), is the owner of the trademarks, trademark applications and trademark registration in the form more fully described in **Exhibit A** hereto (the "Marks");

WHEREAS, Assignor desires to assign and Allmet Roof Products, Ltd., a Canadian limited company having an address of 10701 S River Front Parkway, Suite 300, South Jordan, Utah 84095, ("Assignee") desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith;

WHEREAS, Assignor has filed some trademark applications, indicating the intention to use the trademarks represented therein, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the Lanham Act, (the "ITU Marks");

WHEREAS, Assignor desires to assign the ITU Marks as part of the entire business or portion thereof to which the ITU Marks pertain as required by § 10 of the Lanham Act and Assignee desires to receive all of Assignor's right, title and interest in and to the ITU Marks, together with the portion of the business to which the ITU Marks pertain and the goodwill associated therewith;

WHEREAS, Assignor and Assignee have executed that certain Asset Purchase Agreement made as of December 3, 2015, (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration as set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, together with the goodwill associated therewith, and together with the portion of the business to which the ITU Marks pertain and symbolized by the ITU Marks, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

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IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 4th day of December, 2015.

ASSIGNOR:

ENVIROSHAKE INC.

By: 

Name: Dennis Hewko

Title: CEO

ASSIGNEE:

ALLMET ROOF PRODUCTS, LTD.

By: 

Name: MICHAEL MILDEHAU

Title: SECRETARY

**TRADEMARK ASSIGNMENT
EXHIBIT A¹**

United States

	Trademark	Application No.	Registration No.
*	ENVIROCOOL	86/840023	n/a
*	ENVIROSHIELD	86/400048	n/a
	ENVIROCLAY	86/069642	5098071

Canada

	Trademark	Application No.	Registration No.
	ENVIROCOOL	1757261	n/a
	ENVIROSHIELD	1757258	n/a

¹ The listed trademarks with an * notation are ITU Marks as defined herein.