

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REH International, LLC		12/31/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	W.E. Hall Company, Inc.		
Street Address:	Post Office Box 15010		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92659		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3412109	STORMTITE	
Registration Number:	4581069	PACIFIC CORRUGATED PLASTIC PIPE	
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<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:	9498551246		
Email:	jweissberger@stetinalaw.com		
Correspondent Name:	Kit M. Stetina, Esq.		
Address Line 1:	75 Enterprise, Suite 250		
Address Line 4:	Aliso Viejo, CALIFORNIA 92656		
NAME OF SUBMITTER:	Kit M. Stetina		
SIGNATURE:	/kit m. stetina/		
DATE SIGNED:	02/09/2017		
Total Attachments: 4			
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ASSET DISTRIBUTION AND LIABILITY ASSUMPTION AGREEMENT

THIS ASSET DISTRIBUTION AND LIABILITY ASSUMPTION AGREEMENT (“Agreement”) is made and entered into effective as of December 31, 2016 (the “Effective Date”), by and among Pacific Corrugated Plastic Pipe, LLC, an Oregon limited liability company (“PCPP”), REH International, LLC, a Nevada limited liability company (“REH”), and W.E. Hall Company, Inc., a California corporation (the “Company”).

RECITALS

A. The Company is the sole member of REH, and REH is the sole member of PCPP.

B. PCPP desires to distribute all of its assets (the “PCPP Assets”) and transfer all of its liabilities (the “PCPP Liabilities”) to REH, and REH desires to accept the distribution of all of the PCPP Assets to REH and assume all of the PCPP Liabilities from PCPP.

C. Immediately after the distribution of PCPP Assets and transfer of PCPP Liabilities to REH as described in Recital B above, REH desires to distribute all of its assets (including, without limitation, the PCPP Assets) (the “REH Assets”) and transfer all of its liabilities (including, without limitation, the PCPP Liabilities) (the “REH Liabilities”) to the Company, and the Company desires to accept the distribution of all of the REH Assets to the Company and assume all of the REH Liabilities from REH.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and subject to all of the terms and conditions set forth herein, the parties agree as follows:

1. **Assumption of PCPP Liabilities.** PCPP hereby transfers to REH, and REH hereby assumes from PCPP, all of the PCPP Liabilities (the “PCPP Liability Assumption”).
2. **Distribution of PCPP Assets.** Immediately after the PCPP Liability Assumption, PCPP distributes to REH, and REH accepts from PCPP the distribution of, all of the PCPP Assets (the “PCPP Distribution”).
3. **Assumption of REH Liabilities.** Immediately after the PCPP Distribution, REH transfers to the Company, and the Company assumes from REH, all of the REH Liabilities (the “REH Liability Assumption”).
4. **Distribution of REH Assets.** Immediately after the REH Liability Assumption, REH distributes to the Company, and the Company accepts from REH the distribution of, all of the REH Assets (the “REH Distribution”).
5. **Statutory Compliance.**

(a) **Chapter 86 of the Nevada Revised Statutes.** The Manager of REH has determined that, based on financial statements of REH prepared on the basis of accounting practices that are reasonable in the circumstances, both before and after giving effect to the REH Distribution, REH

shall (i) be able to pay its debts as they become due in the usual course of business, and (ii) the total assets of REH are equal to or more than the sum of its total liabilities.

(b) Oregon Limited Liability Company Act. The Manager of PCPP has determined that, based on financial statements of REH that the Manager of PCPP reasonably believes to have been prepared on the basis of accounting practices and principles that are reasonable in the circumstances, both before and after giving effect to the PCPP Distribution, PCPP shall (i) be able to pay its debts as they become due in the ordinary course of business, and (ii) the fair value of the total assets of PCPP are at least equal the sum of its total liabilities, with there being no preferential rights upon dissolution of other members of PCPP.

6. **Tax Treatment.**

(a) Disregarded Entity. For U.S. Federal income tax purposes, each of PCPP and REH is treated as a disregarded entity of REH and the Company, respectively, under Section 301.7701-3(b)(1)(ii) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), and not as an entity separate and apart from REH and the Company, respectively, for all purposes of the Code.

(b) Liquidating Distribution. For U.S. Federal income tax purposes, each of the PCPP Distribution and the REH Distribution shall be treated as a distribution of property in liquidation of REH's interest in PCPP and the Company's interest in REH, respectively, under Section 733 of the Code, in which, in each case, no gain or loss is recognized by PCPP, REH or the Company, and each of REH and the Company will have an adjusted basis in the assets distributed pursuant to the PCPP Distribution and the REH Distribution, respectively, equal to its adjusted basis in those assets immediately prior to the PCPP Distribution and the REH Distribution, respectively.

7. **Miscellaneous.**

(a) Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by either party without the prior written consent of the other party.

(b) Further Assurances. Each party, at the request of the other party, shall execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for completely effecting the consummation of the transactions contemplated hereby.

(c) Successors and Assigns. Except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, assigns, heirs, executors and administrators of the parties to this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(d) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and neither party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein.

(e) Amendment. Neither this Agreement nor any provision hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

(f) Governing Law; Venue; Jurisdiction. This Agreement shall in all respects be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within California, without regard to conflict of laws rules. The agreed upon venue and jurisdiction for any action or proceeding based on or arising out of this Agreement shall be the state and federal courts located in Orange County, California. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue in such courts of any action or proceeding based on or arising out of this Agreement and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(g) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.


(h) Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The titles and subtitles used in this Agreement are used for convenience only and are not, and shall not be, considered in construing or interpreting this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.

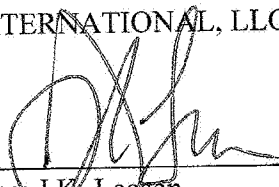
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Distribution and Liability Assumption Agreement to be effective as of the Effective Date.

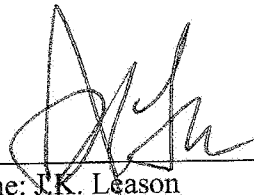
W.E. HALL COMPANY, INC.

By: 
Name: Brad Wilkins
Title: Chief Financial Officer

REH INTERNATIONAL, LLC

By: 
Name: J.K. Leason
Title: Manager

PACIFIC CORRUGATED PLASTIC PIPE,
LLC

By: 
Name: J.K. Leason
Title: Manager