

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gardner Asphalt Corporation		07/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gardner-Gibson, Inc.		
Street Address:	P.O. Box 5449		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33675		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3846071	SMART	
Registration Number:	3846072	SMART	
CORRESPONDENCE DATA			
Fax Number:	4073842601		
<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:	407-384-6156		
Email:	trademarks@briangibbons.com		
Correspondent Name:	Brian Gibbons		
Address Line 1:	3936 S. Semoran Blvd., Suite 330		
Address Line 4:	Orlando, FLORIDA 32822		
NAME OF SUBMITTER:	Brian Gibbons		
SIGNATURE:	/Brian Gibbons/		
DATE SIGNED:	03/07/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Gardner Asphalt Corporation ("Assignor") and Gardner-Gibson Incorporated ("Assignee"), formerly Gardner Industries, are each Delaware corporations whose addresses are 4161 E. 7th Avenue, Tampa, Florida 33605.

WHEREAS, Assignor desires to assign any and all rights it may have in any and all trademarks and service marks it may own as of the effective date of this agreement (the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), to Assignee, and Assignee desires to acquire said rights from Assignor.

NOW, THEREFORE, Assignor and Assignee agree as follows:

Section 1 – Assignment. In return for good and valuable considerations provided by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Marks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, licensees, successors, assigns, and legal representatives, for the full extent of the life of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made, including without limitation any and all registrations for such Marks and any use-based applications for such Marks (and excluding any applications currently based upon an intention to use the mark in commerce).

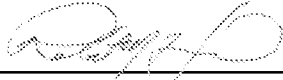
Section 2 – Defense of Rights. Assignor further grants to Assignee the right to sue for past infringement, dilution, and any other violation of rights in the Marks and the Goodwill. The expense of such suits to protect the rights in the Marks and the Goodwill shall be borne entirely by Assignee, and any and all recoveries from any suit or settlement shall go to Assignee.

Section 3 - License. Assignee hereby grants to Assignor a non-exclusive, worldwide and royalty-free license to use the Marks, including the right to sublicense its rights to the Marks. Assignor acknowledges Assignee's ownership of the Marks, and that all rights and goodwill created by Assignor's use of the Marks shall inure to the benefit of Assignee and not Assignor. Assignor agrees to conduct and direct its operations and those of any sublicensee in such a way as to maintain the reputation and public perception of high quality associated with Assignee's trademarks. Assignee shall exercise control over the use of the Marks and the quality of the products in connection with which the Marks are used, which it may do directly or through delegation. This license may be revoked by Assignee at any time.

IN WITNESS WHEREOF, Gardner Asphalt Corporation and Gardner-Gibson Incorporated have caused this Assignment to be executed, to be effective as of the date both parties have signed this assignment.

GARDNER ASPHALT CORPORATION:
(Assignor)

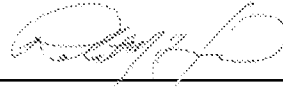
GARDNER-GIBSON INCORPORATED:
(Assignee)



Robert M. Hyer
VP Sales & Marketing

7/15/16

Date



Robert M. Hyer
VP Sales & Marketing

7/15/16

Date