

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Wholesale Fence Co., Inc.		03/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Eastern Wholesale Fence LLC		
Street Address:	266 Middle Island Road		
City:	Medford		
State/Country:	NEW YORK		
Postal Code:	11763		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3426413	EASTERN	
Registration Number:	3426417	EASTERN	
Registration Number:	1587437	EASTERN	
Registration Number:	3483669	EASTERN FENCE	
Registration Number:	3483661	EASTERN FENCE	
Registration Number:	3483659	EASTERN WHITE CEDAR STOCKADE · CUSTOM WO	
Registration Number:	3475189	EVERSTRONG	
Registration Number:	3479399	EVERSTRONG PROFILES	
Registration Number:	4122551	GRAND ILLUSIONS COLOR SPECTRUM	
Registration Number:	4126287	GRAND ILLUSIONS VINYL WOODBOND	
Registration Number:	3426306	ILLUSIONS	
Registration Number:	3426307	ILLUSIONS	
Registration Number:	3483652	EASTERN ILLUSIONS VINYL FENCE	
Registration Number:	3645462	INVESTMENT GRADE	
Registration Number:	3519124	JUST BUILT BETTER	
Registration Number:	3610668	QUICKSHIP	
Registration Number:	4075024	SKY2BLUE SHIELD	
Registration Number:	4129359	SKY2BLUE SHIELD	

OP \$465.00 3426413

CORRESPONDENCE DATA**Fax Number:**

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.217
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	03/31/2017

Total Attachments: 7

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of March 31, 2017, is made by Eastern Wholesale Fence Co., Inc., a New York corporation ("**Assignor**"), in favor of Eastern Wholesale Fence LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, under the terms of the Purchase Agreement among Eastern Acquisition Company, Inc. ("**Buyer**"), Assignor, Peter E. Williams and Peter E. Williams, Jr. dated as of March 15, 2017 (the "**Purchase Agreement**"), Assignor has agreed to convey, transfer, and assign to Buyer, among other assets, all of the intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, domain name registrars and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, Buyer and Assignee have entered into a certain Assignment of Rights Agreement, dated as of March 30, 2017, pursuant to which, among other things, Buyer has agreed to transfer and assign all of Buyer's right, title and interest in, to and under the Purchase Agreement to Assignee.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) all of the trademark registrations and applications, and unregistered trademarks, worldwide held by Assignor, including those set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all of the registrations of domain names held by Assignor, including those set forth on Schedule 2 hereto (the "**Domain Names**");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the applicable domain name registrar(s) and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. If Seller receives or otherwise has in its possession any trademark registrations, trademark applications, unregistered trademarks or registrations of domain names that constitute Purchased Assets (as defined in the Purchase Agreement) following the date hereof, Seller shall promptly convey, transfer and assign such Purchased Assets to Buyer.

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

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


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

6. **Governing Law.** This 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 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

EASTERN WHOLESALE FENCE CO., INC.

By: 
Name: Peter E. Williams Jr.
Title: CEO EFCO

Address for Notices:

Peter E. Williams
312 Gerritsen Avenue
Bayport, NY 11705
Facsimile:
E-mail:

and

Peter E. Williams Jr.
10 Timberpoint Drive
Northport, NY 11768
Facsimile:
E-mail:


with a copy to:

Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, NY 11556
Facsimile: 516-336-2205
E-mail: rcreighton@farrellfritz.com
Attention: Robert C. Creighton, Esq.

AGREED TO AND ACCEPTED:

EASTERN WHOLESALE FENCE LLC

by: Eastern Acquisition Company, Inc., as its sole
member

By: 
Name: C. Kenneth Clay
Title: President

Address for Notices:

c/o Corinthian Capital Group, LLC
366 Madison Avenue, 9th Floor
New York, NY 10017
Facsimile: 212-920-2399
E-mail: kclay@corinthiancap.com
Attention: C. Kenneth Clay

with a copy to:

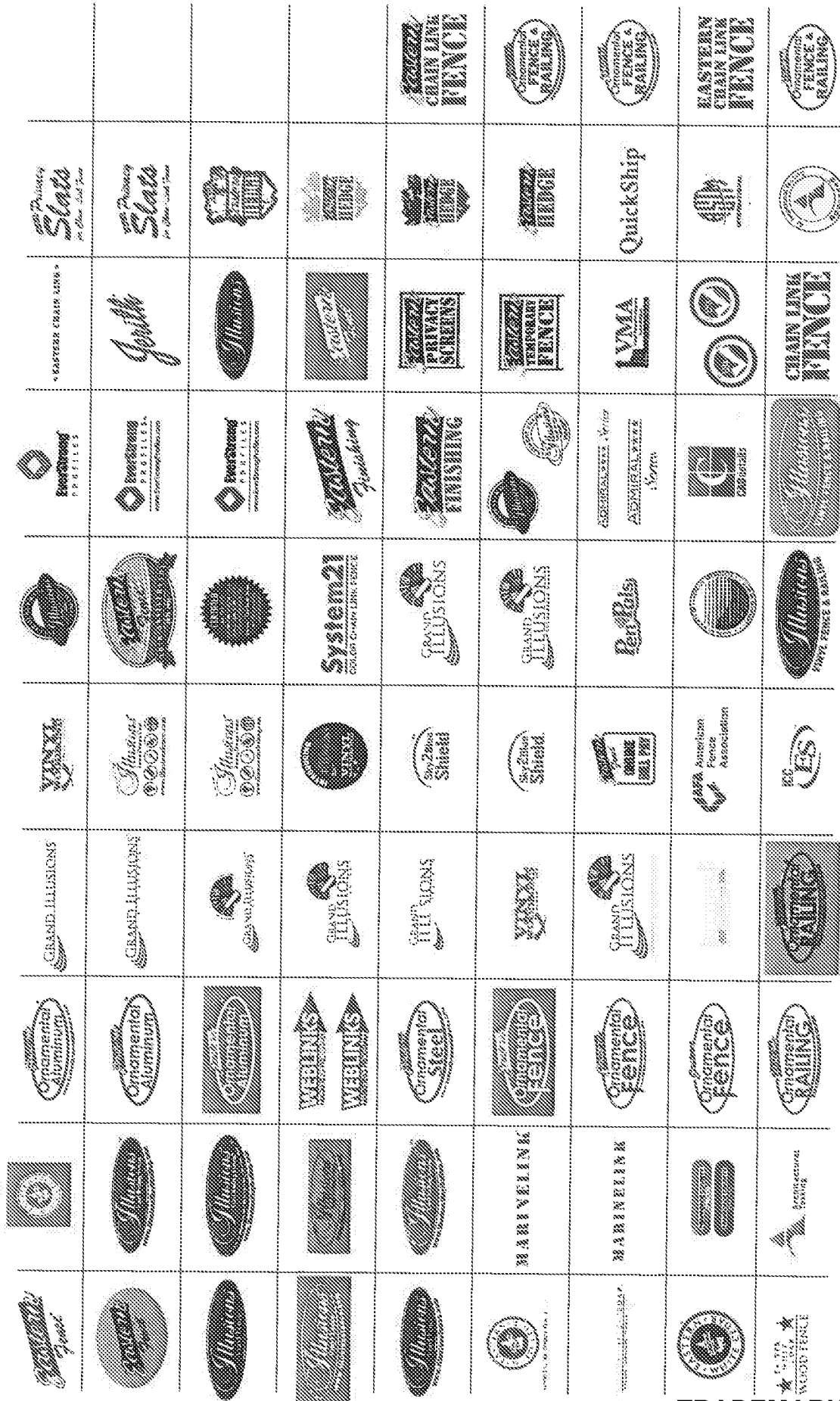
Clifford Chance US LLP
31 W. 52nd Street
New York, New York 10019
Facsimile: 212-878-8375
E-mail: gary.boss@cliffordchance.com
Attention: Gary D. Boss

SCHEDULE 1

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS AND
UNREGISTERED TRADEMARKS**

Trademark	Registration Number
EASTERN	3,426,413
EASTERN & Design	3,426,417
EASTERN (Stylized)	1,587,437
EASTERN FENCE	3,483,669
EASTERN FENCE (Stylized)	3,483,661
EASTERN WHITE CEDAR & Design	3,483,659
EVERSTRONG	3,475,189
EVERSTRONG PROFILES & Design	3,479,399
GRAND ILLUSIONS COLOR SPECTRUM	4,122,551
GRAND ILLUSIONS VINYL WOODBOND	4,126,287
ILLUSIONS	3,426,306
ILLISIONS (Stylized)	3,426,307
ILLUSIONS Design & Wording	3,483,652
INVESTMENT GRADE	3,645,462
JUST BUILT BETTER	3,519,124
QUICKSHIP	3,610,668
SKY2BLUE SHIELD	4,075,024
SKY2BLUE SHIELD & Design	4,129,359

See attached unregistered logos.



SCHEDULE 2
ASSIGNED DOMAIN NAMES

EAsamples.com

EasternFence.com

Easternornamentalfence.com

Easternwoodfence.com

Everstrongprofiles.com

Illusionsfence.com

Illusionsvinylrailing.com

Illusionsvinylrailing.net

Mhillsionsfence.com

Easternfinishingandcoating.com

Easternornamentalarailing.com

Easternchainlinkfence.com