

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM430394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BenBilt Building Systems LP		04/04/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Huttig Building Products, Inc.		
Street Address:	555 Maryville University Drive, Suite 400		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4244719	ENTRY LOGIX	
Registration Number:	4252872	ENTRY LOGIX	
Registration Number:	4249050	ENDOCOTE FINISHING SYSTEM	
Registration Number:	4249049	ENDOCOTE FINISHING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompson.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	06/07/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**"), dated as of April 4, 2016, is made by and between BENBILT BUILDING SYSTEMS LP, a Delaware limited partnership ("**BenBilt**"), and HUTTIG BUILDING PRODUCTS, INC., a Delaware corporation ("**Buyer**"), the purchaser of certain assets of BenBilt pursuant to that certain Asset Purchase Agreement by and among BenBilt, Ludwick Partners L.P., BenBilt Distributors LLC, James L. Bennett, Jeffrey J. Bennett and Buyer, dated of even date herewith (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, BenBilt has agreed to sell, assign, transfer, convey and deliver to Buyer, among other assets, certain intellectual property of BenBilt, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BenBilt hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of BenBilt's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; *provided that*, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of BenBilt's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

3. **Recordation.** BenBilt hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Buyer.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further

statement of the rights and obligations of BenBilt and Buyer with respect to the Assigned Trademarks. 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.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. **Counterparts.** This Agreement 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 Agreement 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 Agreement.

7. **Further Assurances.** Following the date hereof, BenBilt shall, and shall cause its Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

BENBILT BUILDING SYSTEMS LP

By: BENBILT DISTRIBUTORS LLC, its general partner

By: _____
Name: James L. Bennett
Title: General Manager

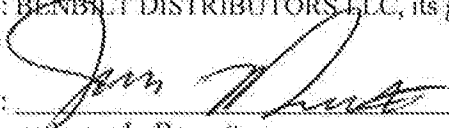
HUTTIG BUILDING PRODUCTS, INC.

By:  _____
Name: Jon Vrabely
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

BENBILT BUILDING SYSTEMS LP

By: BENBILT DISTRIBUTORS LLC, its general partner

By: 
Name: James L. Bennett
Title: General Manager

HUTTIG BUILDING PRODUCTS, INC.

By: _____
Name: Jon Vrabely
Title: President & Chief Executive Officer

Schedule 1

Assigned Trademark Registrations and Applications

<u>Serial No.</u>	<u>Registration Date</u>	<u>Mark Name</u>	<u>Status</u>	<u>Country/Region</u>
85504719	November 20, 2012	ENTRY LOGIX	Registered (Registration No. 4244719)	United States of America
85504695	December 4, 2012	ENTRY LOGIX and Design	Registered (Registration No. 4252872)	United States of America
85504752	November 27, 2012	ENDOCOTE FINISHING SYSTEM and Design	Registered (Registration No. 4249050)	United States of America
85504743	November 27, 2012	ENDOCOTE FINISHING SYSTEM	Registered (Registration No. 4249049)	United States of America