

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Summit Industries, Inc.		07/05/2016	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Covers, Inc.		
<b>Street Address:</b>	102 West 12200 South		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2360236	VINYLEX	
<b>Registration Number:</b>	0871561	VINYLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015660750		
<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>			
<b>Phone:</b>	801-566-6633		
<b>Email:</b>	docket@tnw.com		
<b>Correspondent Name:</b>	Peter M. de Jonge		
<b>Address Line 1:</b>	8180 South 700 East, Suite 3		
<b>Address Line 4:</b>	Sandy, UTAH 84070		
<b>NAME OF SUBMITTER:</b>	Peter M. de Jonge		
<b>SIGNATURE:</b>	/petermdejonge/		
<b>DATE SIGNED:</b>	08/31/2017		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of July 5, 2016, is made by and between Summit Industries, Inc., a Georgia Corporation ("Assignor") and American Covers, Inc., a Utah corporation ("Assignee"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of May 1, 2015 (the "Purchase Agreement") pursuant to which Assignee purchased certain assets and liabilities of the Assignors; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee is acquiring from Assignors certain assets of the Assignors, including Assignors' rights and benefits with respect to the Assigned IP (as defined below) as of the date of this Assignment; and

WHEREAS, effective as of the Closing, Assignors shall assign all of their respective right, title and interest in and to the Assigned IP (as defined below), subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignors and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the Purchase Agreement, Assignors hereby sell, assign, transfer, convey, deliver and set over its entire right, title, and interest in and to the following (the "Assigned IP"):

- a. the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");
- b. 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;
- 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.

2. Recordation and Further Assurances. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. At any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignors promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Assigned IP.

3. Terms of the Purchase Agreement. 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 Agreement may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

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.

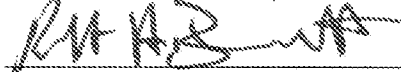
6. Governing Law; Jurisdiction. Governing law and venue regarding this Agreement and any disputes arising therefrom shall be construed and resolved in accordance with provisions of Section 7.3 of the Purchase Agreement, which shall be deemed incorporated into and made a part of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Assignment to be executed as of the date and year first above written.

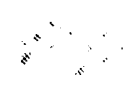
ASSIGNOR:

SUMMIT INDUSTRIES, INC.

By: 

Name: Robert H. Barnett

Title: Interim President



ASSIGNEE:

AMERICAN COVERS, INC.

By: Emily K. Boss

Name: Emily K. Boss

Title: Vice President + General Counsel

SCHEDULE 1

TRADEMARKS

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	VINYLEX	Registered	75/778,763	8/18/1999	2,360,236	6/20/2000
US	VINYLEX	Registered	72/304,802	8/9/1968	871561	6/24/1969
China	VINYLEX	Registered	3604293	6/24/2003	3604293	8/21/2005