

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Diamond Slate, LLC		08/23/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Vermont Slate Company, LLC		
Street Address:	2600 Louisville Road		
City:	Savannah		
State/Country:	GEORGIA		
Postal Code:	31415		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3857679	SERENGETI SANDS	
Registration Number:	3861603	VOLCANOES OF FIJI	
Registration Number:	3861602	TOKYO GARDENS	
Registration Number:	3861601	PEAKS OF EVEREST	
Registration Number:	3857677	CLIFFS OF NORWAY	
Registration Number:	3871199	AMERICAN SLATE	
Registration Number:	3871198	ADDING NATURAL BEAUTY TO YOUR WORLD	
Registration Number:	3449555	CHINA MULTICOLOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kelleby@taylorenghish.com		
Correspondent Name:	Kristina Elleby		
Address Line 1:	1600 Parkwood Circle, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Amanda G. Hyland		
SIGNATURE:	/Amanda G. Hyland/		

OP \$215.00 3857679

DATE SIGNED:	09/07/2017
Total Attachments: 3 source=01030756#page1.tif source=01030756#page2.tif source=01030756#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

Effective as of August 23, 2017 (the "Effective Date"), Black Diamond Slate, LLC , a Georgia limited liability company (hereinafter referred to as "Assignor"), enters into this Trademark Assignment Agreement with Vermont Slate Company LLC, a Georgia limited liability company (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the registered and common law trademarks set forth on Exhibit A (the "Marks"), together with any goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) or other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations Assignor has in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made. The parties hereto specifically acknowledge and agree that in connection with the assignment of the Marks, including, but not limited to the U.S. Registration Numbers listed on Exhibit A, Assignee is the successor to the business of the Assignor to which the Marks pertain, and that business is ongoing and existing.
2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks.

3. The undersigned represents and warrants that he/she has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms.

ASSIGNOR:
Black Diamond Slate, LLC

By: 
Kenneth Rule, Chief Executive Officer

ASSIGNEE:
Vermont Slate Company LLC


By: 
Kenneth Rule, Chief Executive Officer

EXHIBIT A

Trademarks Assigned by Black Diamond Slate, LLC to Vermont Slate Company, LLC

	<u>Name</u>	<u>Registration No.</u>	<u>Serial No.</u>
1	Serengeti Sands	3857679	77684065
2	Volcanoes of Fiji	3861603	77684075
3	Tokyo Gardens	3861602	77684057
5	Peaks of Everest	3861601	77684042
6	Cliffs of Norway	3857677	77684038
7	American Slate	3871199	77745721
8	Adding Natural Beauty to Your World	3871198	77745657
9	China MultiColor	3449555	74315353
10	African MultiColor Autumn		
11	Desert Beige		
12	Kashmere		
13	Emerald Green		

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