

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449911

<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>
Tenon Limited		07/07/2017	Limited: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Empire Company, LLC		
<b>Street Address:</b>	8181 Logistics Dr.		
<b>City:</b>	Zeeland		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49464		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3336663	TROY-BILT BUILT FOR LIFE	
<b>Registration Number:</b>	3392928	FLETCHER WOOD SOLUTIONS	
<b>Registration Number:</b>	3379309	FLETCHER WOOD SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	joanna.crosby@hklaw.com, thomas.brooke@hklaw.com,ptdocketing@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Thomas W. Brooke		
<b>SIGNATURE:</b>	/thomaswbrooke/		
<b>DATE SIGNED:</b>	11/07/2017		
<b>Total Attachments: 6</b>			
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2017 July 7

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DEED OF ASSIGNMENT OF TRADE MARKS RIGHTS

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FLETCHER BUILDING LIMITED

EMPIRE HOLDINGS, LLC

THE EMPIRE COMPANY, LLC

TENON HOLDINGS LIMITED

TENON LIMITED

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Deed of Assignment of Trade Marks - Empire

PARTIES

Tenon Limited ("Assignor")  
Tenon Holdings Limited ("THL")  
The Empire Company, LLC ("Assignee")  
BW Empire Holdings, LLC ("BWEH")  
Fletcher Building Limited ("FBL")

INTRODUCTION

- A. The Assignor is the registered proprietor of the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Mark Rights subject to the terms and conditions of this deed.
- C. FBL consents to the assignment.

COVENANTS

- 1. DEFINITIONS
- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Copyright" means any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which it has been used;

"Effective Date" means the date of signing of this deed by all the parties to this deed;

Empire Business means the wood products manufacturing, processing distribution and marketing business carried on by the Assignee and its wholly owned subsidiaries in North America as at 2 December 2016;

"Goodwill" means the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks, but not the whole of the goodwill of the business of the Assignor;

"Trade Marks Rights" means the Trade Marks, Copyright and Goodwill; and

"Trade Marks" means each of the Trade Marks (including the registration for that Trade Marks) set out in the Schedule.

2. ASSIGNMENT

- 2.1 Assignment: in consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor,

<p>hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its rights, title and interest in and to the Trade Marks Rights.</p>	<p><b>2.2 Rights of action:</b> The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.</p>	<p><b>2.3 Consent:</b> FBL hereby consents to the assignment effected by clause 2.1.</p>
<p><b>3. FURTHER ACTIONS</b></p>	<p>3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:</p> <p>(a) record this assignment on any Trade Marks register in Canada or the United States of America;</p> <p>(b) prosecute, maintain, renew, enforce and defend the Trade Marks Rights; or</p> <p>(c) otherwise carry out the purposes and intent of this deed.</p>	<p>3.2 FBL undertakes, for the benefit of the Assignee, that it will not object to the use or registration by the Assignee (or any purchaser of the Empire Business from Empire) of any of the Trade Marks in relation to the Empire Business.</p>
<p><b>4. GENERAL</b></p>	<p>4.1 <b>Confirmation:</b> BWEH and the Assignee confirm that this deed fully satisfies any and all obligations of THL under the Agreement relating to the Purchase of Shares in NACS USA, Inc., dated August 29, 2016 between the Assignor, THL, NACS USA, Inc. and BWEH ("SPA") in respect of the assignment of the trademarks containing the name "Fletcher" described in the Disclosure Letter comprising Appendix B of the SPA.</p>	<p>4.2 <b>Waiver:</b> No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.</p>
<p><b>4.3 Counterparts:</b></p>	<p>(a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.</p> <p>(b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.</p>	<p>4.4 <b>Governing law:</b> The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably</p>

wave any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any other grounds.

SIGNED AS A DEED

SIGNED on behalf of TENON LIMITED by:

*[Handwritten signature]*  
Authorized Signatory  
Name: *[Handwritten name]*  
Address: *[Handwritten address]*  
Occupation: *[Handwritten occupation]*

Witness to both signatures: *[Handwritten name]*

Name: *[Handwritten name]*  
Address: *[Handwritten address]*  
Occupation: *[Handwritten occupation]*

TENON HOLDINGS LIMITED by

Director: *[Handwritten signature]*  
Paul Gilber  
Print Name

Director: *[Handwritten signature]*  
Kane Pace  
Print Name

SIGNED on behalf of THE EMPIRE COMPANY, LLC by:

Signature of Authorized Signatory: *[Handwritten signature]*  
Name of Authorized Signatory: Charles P. Miller  
Secretary

SIGNED on behalf of FLETCHER BUILDING LIMITED BY:



Signature of Authorized Signatory

Charles Bolt

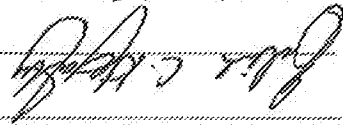
Name of Authorized Signatory



Signature of Authorized Signatory

Bevan John McKenzie

Name of Authorized Signatory



EILISH HEENAN

BLACK AND

CORPORATE LEARN OFFICE

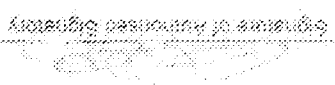
Witness to both signatures:

Name:

Address:

Occupation:

SIGNED on behalf of BW EMPIRE HOLDINGS, LLC BY:



Signature of Authorized Signatory

Charles P. Hahn

Name of Authorized Signatory

Secretary

United States	3079009	FLETCHER® WOOD SOLUTIONS
United States	3389028	FLETCHER WOOD SOLUTIONS
United States	3888822	ARMOUR WOOD
Canada	TMA677288	FLETCHER WOOD SOLUTIONS
Canada	TMA780308	ARMOUR WOOD
Canada	TMA677358	FLETCHER® WOOD SOLUTIONS
Canada	Registration / Application No.	Trademark

SCHEDULE