

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enduris Extrusions, Inc.		12/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Eastern Metal Supply of North Carolina, Inc.		
Street Address:	2925 Stewart Creek Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28216		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5204526	ENDECKAIR	
Registration Number:	5199731	ENDECK AIR	
Registration Number:	3685831	ENDECK PVC DECKING	
Registration Number:	3631932	ENDECK	
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>		
Phone:	919-828-0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William S. Fultz		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	156121		
NAME OF SUBMITTER:	William S. Fultz		
SIGNATURE:	/William S. Fultz/		
DATE SIGNED:	12/13/2017		
Total Attachments: 4	source=ENDECK Assignment#page1.tif		

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of December 7, 2017, is made by ENDURIS EXTRUSIONS, INC., a corporation organized and existing under the laws of Delaware ("Assignor"), in favor of EASTERN METAL SUPPLY OF NORTH CAROLINA, INC., a corporation organized and existing under the laws of North Carolina ("Buyer"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement dated as of the date hereof, by and between Assignor and Buyer (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Assignor including the Assigned Trademarks (as defined below), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties hereto 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 Buyer, and Buyer hereby accepts, all of Assignor'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 trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(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 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 Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, as well as its corresponding entities or agencies in any applicable foreign countries, to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Assignor and Buyer acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded, expanded, modified or supplemented hereby, but will 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 of this Trademark Assignment, the terms of the Purchase Agreement will govern and control.

4. Counterparts. This Trademark Assignment 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 Trademark Assignment delivered by 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 Trademark Assignment.

5. Successors and Assigns. This Trademark 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 Trademark Assignment and the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the United States and the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

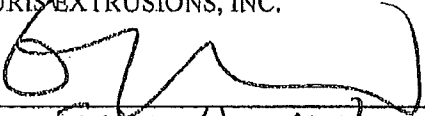
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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

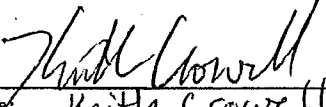
ASSIGNOR:

ENDURIS EXTRUSIONS, INC.

By: 
Name: Eric Shapiro
Title: Secretary

BUYER:

EASTERN METAL SUPPLY OF NORTH
CAROLINA, INC.

By: 
Name: Keith Crowell
Title: Sec/Treas

[Signature Page to Trademark Assignment Agreement]


12-7-17

Schedule 1

Assigned Trademarks

The following trademark registrations with the United States Patent and Trademark Office:

- (1) Serial Number: 87194606
Registration Number: 5,204,526
Registration Date: May 16, 2017

ENDECK *Air*

- (2) Serial Number: 87194597
Registration Number: 5,199,731
Registration Date: May 9, 2017

ENDECK AIR

- (3) Serial Number: 77685490
Registration Number: 3,685,831
Registration Date: September 22, 2009

 **ENDECK**
PVC DECKING

- (4) Serial Number: 77082939
Registration Number: 3,631,932
Registration Date: June 2, 2009

ENDECK

[Schedule 1 to Trademark Assignment Agreement]

PPAB 3931725v3

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12-7-17