TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM455921

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Sky Insulations, Inc.		12/11/2017	Corporation: MONTANA

RECEIVING PARTY DATA

Name:	AFM Corporation		
Street Address:	17645 Juniper Drive		
City:	Lakeville		
State/Country:	MINNESOTA		
Postal Code:	55044		
Entity Type:	Corporation: MINNESOTA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2216659	R-SHIELD

CORRESPONDENCE DATA

Fax Number: 8169838080

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.

Email: pto-kc@huschblackwell.com

William B. Kircher **Correspondent Name:**

Address Line 1: 4801 Main Street, Suite 1000 Address Line 4: Kansas City, MISSOURI 64112

NAME OF SUBMITTER:	William B. Kircher
SIGNATURE:	/William B. Kircher/
DATE SIGNED:	12/26/2017

Total Attachments: 3

source=R-Shield Assignment 12-17#page1.tif source=R-Shield Assignment 12-17#page2.tif source=R-Shield Assignment 12-17#page3.tif

> **TRADEMARK** REEL: 006236 FRAME: 0609

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement ("<u>Trademark Assignment</u>") is made effective as of the 11th day of December, 2017 (the "<u>Effective Date</u>") by and between Big Sky Insulations, Inc., a Montana corporation, having an address of 15 Arden, P.O. Box 838, Belgrade, Montana, United States 59714 ("<u>Assignor</u>"), and AFM Corporation, a Minnesota corporation, having an address of 17645 Juniper Drive, Lakeville, Minnesota, United States 55044 ("<u>Assignee</u>").

WHEREAS, Assignor is the registered owner of the trademarks and trademark registrations listed on Exhibit A (the "Marks"); and

WHEREAS, Assignor wishes to assign its entire right, title and interest in and to the Marks and the goodwill associated therewith, along with other certain business assets, to Assignee and Assignee desires to assume such Marks and the goodwill and the respective parts of the business related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire worldwide right, title and interest in and to the Marks, together with the business associated therewith and the goodwill associated therewith, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, the parties hereto agree as follows:

- 1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Marks together with that portion of the goodwill related to the Marks connected with the use of and symbolized by the Marks and the know how associated with and necessary to control the nature and quality of goods associated with the Marks, and all causes of action, past, present and future for infringement of the Marks. Assignor hereby assigns, transfers, sells and conveys to Assignee its entire right, title, and interest in and to the Marks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.
- 2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Marks in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Marks or the history thereof as may be known to it.
- 3. This Agreement may not be amended, modified, or supplemented except by written agreement duly executed by both parties.
- 4. Assignor agrees not to challenge or assist or cooperate with any third party challenging or taking any position contrary to or inconsistent with Assignee's sole and exclusive right in and to the Marks or the validity of the Marks.
- 5. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[Remainder of page intentionally blank; signatures on following page]

TRADEMARK REEL: 006236 FRAME: 0610 ASSIGNOR:

BIG SKY INSULATIONS, INC.

By:

Name: Brad Huempfner

Title: President

ASSIGNEE:

AFM CORPORATION

By:

Name: Todd Bergstrom

Title: COO/Secretary

Exhibit A

Trademarks

Trademark	Country	Reg. No.	Serial No.
R-SHIELD	US	2,216,659	75/182,419

KCP-8316793-1

RECORDED: 12/26/2017

TRADEMARK REEL: 006236 FRAME: 0612