

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460710

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	103677575		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Stone Mfg Co		04/27/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Basalite Building Products		
Street Address:	2150 Douglas Road		
Internal Address:	Suite 160		
City:	Roseville		
State/Country:	CALIFORNIA		
Postal Code:	95661		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2906667	DECOROCK WATER-WISE LANDSCAPE ROCK	
Registration Number:	4722197	DECOROCK	
Registration Number:	4664490	CLASSIC STONE A NATURAL STONE MFG. CO. L	
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:	SCOTT.WEBER@BASALITE.COM		
Correspondent Name:	SCOTT WEBER, PRESIDENT		
Address Line 1:	2150 DOUGLAS ROAD, SUITE 160		
Address Line 4:	ROSEVILLE, UNITED STATES 95661		
ATTORNEY DOCKET NUMBER:	0104147.00031		
NAME OF SUBMITTER:	Jason Mueller		
SIGNATURE:	/Jason Mueller/		
DATE SIGNED:	02/02/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of 4/27, 2017 (the "Effective Date"), by and between Basalite Building Products, LLC, a Nevada limited liability company, and/or its assigns (the "Assignee"), and Natural Stone Mfg Co, Inc., an Arizona corporation (the "Assignor").

RECITALS

A. Assignor is selling the Acquired Assets to Assignee pursuant to that certain Asset Purchase Agreement dated as of April 27, if and as amended (collectively, the "Purchase Agreement") by and among Assignee, Assignor, David C. Lincoln TR U/A Agmt dtd 6/20/11 The David C. Lincoln & Joan R. Lincoln Revocable Trust, Carl E. Hess, an individual resident of the State of Arizona, Rich Krause, an individual resident of the State of North Carolina, VIKA Corporation, an Arizona corporation, Jan Hess, an individual resident of the State of Arizona, and Eric Peay, an individual resident of the State of Arizona.

B. Assignor desires to transfer all of Assignor's right, title and interest in the Seller Intellectual Property and the other Intellectual Property contained in the Acquired Assets to Assignee in accordance with the terms and conditions set forth in this Agreement and the Purchase Agreement.

C. Assignee desires to obtain all right, title and interest to the Seller Intellectual Property from Assignor and the other Intellectual Property contained in the Acquired Assets, in accordance with the terms and conditions set forth in this Agreement and the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement that are defined in the Purchase Agreement, but not defined herein, have the meanings set forth in the Purchase Agreement.

2. Assignment. Subject to the Professional Services Agreement (as defined below), Assignor hereby assigns and transfers to Assignee any and all of its right, title and interest in, to and under the Seller Intellectual Property, together with any and all goodwill associated therewith, common law rights, any right of priority under the International Convention for the Protection of Industrial Property, and any other international agreements for the sole use and benefit of Assignee, its successors, assigns and legal representatives, free and clear of all Liens, other than Permitted Liens, with such assignment to further include all of Assignor's rights to (a) sue for, settle, and release past, present and future infringement with respect to the Seller Intellectual Property, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor

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had this Agreement not been made. For clarification, **Exhibit A** to this Agreement contains all registered Seller Intellectual Property.

3. Further Assurances. Upon reasonable request of the Assignee, Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all other reasonable instruments, transfers and assurances, at Assignee's sole cost and expense, in order to obtain the full benefit of this Agreement and of the rights and powers granted by this Agreement.

4. Successors and Assigns. This Agreement is binding upon, and will inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. The parties hereto may sign this Agreement in the original, by facsimile, by .PDF, or by any other generally acceptable electronic means.

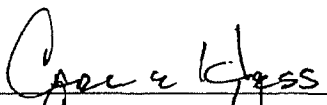
6. Conflicts. This Agreement is expressly made subject to a Professional Services Agreement, dated as of the Closing Date, between Assignee and Assignor, that concerns administrative, professional, and technical assistance provided by Assignor to Assignee (the "**Professional Services Agreement**") and the Purchase Agreement. Any conflict between the terms of this Agreement and the terms of the Professional Services Agreement or the Purchase Agreement shall be construed in favor of the Professional Services Agreement or Purchase Agreement, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

NATURAL STONE MFG CO, INC.,
an Arizona Corporation

By: 
Name: Carol A. Glass
Title: CEO

ASSIGNEE:

BASALITE BUILDING PRODUCTS, LLC,
a Nevada Limited Liability Company

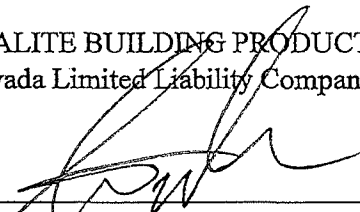


By: 
Name: SCOTT WEBER
Title: President and CEO

EXHIBIT "A"

FEDERAL TRADEMARKS

Trademark	Registration No.	Registration Date
DECOROCK WATER-WISE LANDSCAPE ROCK and Design 	2,906,667	11/30/2004
DECOROCK	4,722,197	4/21/2015
CLASSIC STONE A NATURAL MFG. CO. LANDSCAPE DREAMS MADE REAL and Design 	4,664,490	12/30/2014

ARIZONA TRADE NAMES

Trademark	Registration No.	Registration Date
CLASSIC STONE	250333	6/20/2001
JENSEN PATIO BRICK	250331	6/20/2001

EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT