

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461031

<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>
FBM Gypsum Supply of Illinois LLC		12/30/2015	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gypsum Supply Co.		
<b>Street Address:</b>	1125 Harrison Ave.		
<b>City:</b>	Rockford		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61104-7293		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2677093	GYPSUM SUPPLY CO.	
<b>Registration Number:</b>	2677094	GSC GYPSUM SUPPLY CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8183324205		
<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>Phone:</b>	(818) 654-8841		
<b>Email:</b>	Trademarks@avynolaw.com		
<b>Correspondent Name:</b>	Jennifer H. Hamilton		
<b>Address Line 1:</b>	Avyno Law P.C.		
<b>Address Line 2:</b>	6345 Balboa Blvd., Bldg. I, Suite 208		
<b>Address Line 4:</b>	Encino, CALIFORNIA 91311		
<b>NAME OF SUBMITTER:</b>	Jennifer H. Hamilton		
<b>SIGNATURE:</b>	/Jennifer H. Hamilton/		
<b>DATE SIGNED:</b>	02/02/2018		
<b>Total Attachments: 7</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of December 30, 2015 (the "Effective Date") by and between FBM Gypsum Supply of Illinois LLC, a Delaware limited liability company (the "Assignee"), and Gypsum Supply Co., an Illinois corporation (the "Assignor").

**RECITALS**

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated November 20, 2015 (the "Purchase Agreement"), between Assignor, Assignee, solely for purposes of Sections 5.3 and 5.16 thereof, the Bankers Trust Company of South Dakota, and, solely for purposes of Section 5.17 thereto, Foundation Building Materials, LLC, a California limited liability company.

B. In connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks (together with all goodwill associated therewith and symbolized thereby) set forth on Attachment A attached hereto (the "Assigned IP").

C. Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

**AGREEMENT**

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties hereto and thereto with respect to the subject matter hereof and thereof. Notwithstanding any oral agreement or course of conduct of the parties or their Representatives

(as defined in the Purchase Agreement) to the contrary, no party to this Assignment shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Assignment shall have been executed and delivered by each of the parties hereto.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Further, any and all disputes hereunder shall be governed by Section 9.9 of the Purchase Agreement.

6. Counterparts. This Assignment may be executed in two counterparts, both of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

GYPSUM SUPPLY CO., Assignor

By:   
Name: James M. Gabelbauer  
Title: President

[Signature Page to Assignment of Intellectual Property]

TRADEMARK  
REEL: 006272 FRAME: 0736

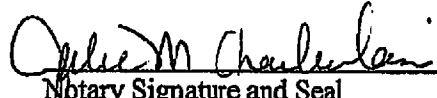
CERTIFICATE OF ACKNOWLEDGEMENT

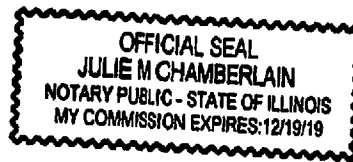
STATE OF Illinois

SS:

COUNTY OF Winnebago

On this 31<sup>st</sup> day of December before me, the undersigned, personally appeared James M. Gabelbauer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

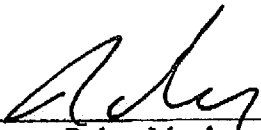
  
Notary Signature and Seal



[Signature Page to Assignment of Intellectual Property]

TRADEMARK  
REEL: 006272 FRAME: 0737

FBM GYPSUM SUPPLY OF ILLINOIS LLC,  
Assignee

By:   
Name: Ruben Mendoza  
Title: President and Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

TRADEMARK  
REEL: 006272 FRAME: 0738

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

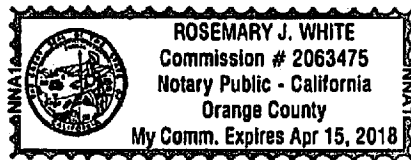
State of California  
County of Orange

On August 4, 2016 before me, Rosemary J. White  
(insert name and title of the officer)

personally appeared Ruben mendoza  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)



Attachment A

Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>
GYPSUM SUPPLY CO.	2677093
GSC GYPSUM SUPPLY CO.	2677094