

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477805

<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>
Builders' Millwork, Inc.		06/01/2018	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KBP Building Materials LLC		
<b>Street Address:</b>	1745 Shea Center Drive, Suite 130		
<b>City:</b>	Highlands Ranch		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80129		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5206283	ON-SITE OPTIMIZATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038931379		
<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>	303-892-7250		
<b>Email:</b>	sandra.wainer@dgsllaw.com		
<b>Correspondent Name:</b>	Sandra Wainer		
<b>Address Line 1:</b>	1550 17th Street, Suite 500		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Sandra Wainer		
<b>SIGNATURE:</b>	/s/ Sandra Wainer		
<b>DATE SIGNED:</b>	06/13/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective this 1st day of June, 2018, (the "Effective Date") by and between Builders' Millwork, Inc., a Wisconsin corporation, having a business address of 250 Industrial Drive, Mondovi, WI 54755 ("Assignor"); and KBP Building Materials LLC, a Delaware limited liability company, having a business address of 1745 Shea Center Drive, Suite 130, Highlands Ranch, CO 80129 ("Assignee"); each a "Party;" and together, the "Parties".

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated June 1, 2018 (the "APA"), pursuant to which Assignor has agreed to assign to Assignee the trademark including the associated federal registration listed on Schedule 1 attached hereto (the "Mark").

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

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Mark, including without limitation all associated goodwill, and renewals thereof, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and the sale under the APA had not been made.

2. Assignor agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary to perfect the title to the Mark in Assignee, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne solely by the Assignee, its successors and assigns.

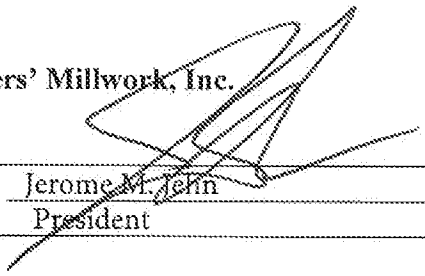
3. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. Facsimile or scanned and emailed signatures shall be fully effective for all purposes.

4. The interpretation and construction of this Assignment, and all matters relating thereto, shall be governed by the laws of the State of Delaware without giving effect to the principles of conflicts of laws.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its duly authorized representative, in each case as of the Effective Date.

**Builders' Millwork, Inc.**

By:   
Name: Jerome M. Jehn  
Title: President

**KBP Building Materials LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

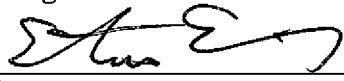
*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its duly authorized representative, in each case as of the Effective Date.

**Builders' Millwork, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KBP Building Materials LLC**

By:  \_\_\_\_\_  
Name: STEVE SWINNEY \_\_\_\_\_  
Title: CEO \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

**Schedule 1**

<b>Trademark</b>	<b>Reg. No.</b>
On-Site Optimization	5,206,283