

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AWP Windows and Doors, LLC		01/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Assura Windows and Doors, LLC		
Street Address:	1543 N. Powerline Road		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5073122	PROTECTING ALL THAT MATTERS	
Registration Number:	5085937	AWP WINDOWS AND DOORS, LLC PROTECTING AL	
CORRESPONDENCE DATA			
Fax Number:	4049626344		
<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:	404 962-6444		
Email:	Charles.Forlidas@millermartin.com		
Correspondent Name:	Charles W. Forlidas, Miller & Martin		
Address Line 1:	832 Georgia Ave., Suite 1200		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
NAME OF SUBMITTER:	Charles W. Forlidas		
SIGNATURE:	/Charles W. Forlidas/		
DATE SIGNED:	08/22/2018		
Total Attachments: 4			
source=2017-01-10 Assignment of Trademarks (2 Additional Marks) (executed)#page1.tif			
source=2017-01-10 Assignment of Trademarks (2 Additional Marks) (executed)#page2.tif			
source=2017-01-10 Assignment of Trademarks (2 Additional Marks) (executed)#page3.tif			

CH \$65.00 5073122

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 10, 2017, is made by AWP Windows and Doors, LLC, a Delaware limited liability company ("**Assignor**"), in favor of Assura Windows and Doors, LLC, a Delaware limited liability company ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to the Transfer Agreement, dated as of the date hereof, by and among Assignee, Assignor and Amberley AWP Finance LLC, a Delaware limited liability company (the "**Transfer Agreement**").

WHEREAS, under the terms of the Transfer Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees 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 Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(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) all rights to any and all claims and causes of action available to or being pursued by a Assignor with respect to any of the foregoing, whether accruing before, 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.

3. Transfer Agreement. This IP Assignment is executed and delivered pursuant to the Transfer Agreement. Notwithstanding any other provision of this IP Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Transfer Agreement, including without limitation, the representations, warranties, covenants and agreements of any of the parties thereto. To the extent any of the terms in this IP Assignment are inconsistent with the terms of Transfer Agreement, the terms of the Transfer Agreement shall prevail.

4. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would apply the law of a different jurisdiction.

6. Counterparts. This IP 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 IP Assignment delivered by facsimile, 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 IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

AWP WINDOWS AND DOORS, LLC

By: 

Name: Craig Spoor

Title: CEO

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date
PROTECTING ALL THAT MATTERS	5073122	11/01/2016
AWP WINDOWS AND DOORS LLC & Design	5085937	11/22/2016

16536521v1