

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carlisle Construction Materials, LLC, its divisions Insulfoam, and Premier Building Systems/Premier SIPS		04/06/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Premier Building Systems, LLC		
Street Address:	P.O. Box 838		
City:	Belgrade		
State/Country:	MONTANA		
Postal Code:	59714		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77537461		
Serial Number:	85462477	PREMIER SIPS	
Serial Number:	77537452	STRONGER STRAIGHTER GREENER	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	816-983-8000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	William B. Kircher		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	55879.10001.2		
NAME OF SUBMITTER:	William B. Kircher		
SIGNATURE:	/William B. Kircher/		
DATE SIGNED:	10/16/2018		

CH \$90.00 77537461

Total Attachments: 5

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INTELLECTUAL PROPERTY AND ASSET ASSIGNMENT

This Intellectual Property and Asset Assignment (the "Assignment"), effective on the last date signed below, is made by and between Carlisle Construction Materials, LLC, its divisions Insulfoam, and Premier Building Systems/Premier SIPS, (collectively "Assignor"), a Delaware limited liability company located at 1285 Ritner Highway, Carlisle, PA 17103, and Premier Building Systems, LLC, ("Buyer"), a Washington Limited Liability Company, with mailing address of P.O. Box 838, Belgrade, MT 59714, ("Assignee"), as part of the Agreement For Purchase And Sale Of The Business And Assets Of Premier Sips, Structural Insulated Panels (the "APA").

Whereas, Assignor is the owner of all intellectual property and other assets listed in Exhibit A"), attached hereto and incorporated herein by this reference;

Whereas, Assignor is the owner of the U.S. common law and registered trademarks, shown at paragraph 5 of Exhibit A, (collectively the "Trademarks");

Whereas, Assignor owns works of authorship, expressions, designs and other copyrightable matter, as set out at paragraph 1 of Exhibit A, including, the contents of social media platforms (Facebook, Twitter, YouTube, Instagram, Flickr, and LinkedIn), web pages, websites and content relating to the Domain Names listed at paragraph 3 of Exhibit A, databases, data collections, and computerized databases, whether or not copyrightable, which copyright rights have been transferred to Assignee by an assignment having an effective date of March 31, 2018 (Copyright Assignment);

Whereas Assignor is a party to a design services agreement with Bocky Susan as referenced in paragraph 1 of Exhibit A (the "Design Agreement");

Whereas, Assignor owns domain names as listed at paragraph 3 of Exhibit A (collectively "Domain Names");

Whereas, Assignor owns the computer software listed at paragraph 2 of Exhibit A (the "Computer Software");

Whereas, Assignor owns the Dropbox and Box accounts for its employees listed in paragraph 4 of Exhibit A, maintained at dropbox.com and box.com, which contain electronic files relating to the business of Assignor (the "Dropbox and Box Accounts and Contents");

Whereas Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume all rights, title and interest in and to all intellectual property and assets listed in Exhibit A, including the Trademarks, all Copyrights not covered by the Copyright Assignment, Design Agreement, Domain Names, Computer Software and the Dropbox and Box Accounts and Contents;

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of its rights, title, and interests in and to all intellectual property and assets listed in Exhibit A, including but not limited to the Trademarks (together with all the goodwill of the business symbolized by the Trademarks), Copyrights not already transferred by the Copyright Assignment, including copyrights in and to any Computer Software owned by Assignee, Domain Names, the Dropbox and Box Accounts and Contents and any associated registrations, including any renewals or extensions thereof and in and to all causes of action, either in law or in equity for past, present or future infringement or other violations thereof, and any and all royalties, fees, income, payments or other proceeds now or hereafter due or payable with respect to any of the foregoing and in and to all rights corresponding to the foregoing throughout the world.

2. Assignor assigns to Assignee the Design Agreement with Becky Susan, as listed in paragraph 1 of Exhibit A.

3. Assignor hereby assigns, transfers, and conveys to Assignee all of the rights, title, and interests that it may have to the Computer Software listed on Exhibit A.

4. Within 30 days of execution of this Intellectual Property Assignment, Assignor will transfer or cause the transfer of the Domain Names to Assignee and will provide all administrative rights to the Domain Names as may be required to take possession of and control the Domain names. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Domain Names to Assignee.

5. Within 90 days of execution of this Intellectual Property Assignment, Assignor will transfer or cause the transfer of the rights and access to the Dropbox and Box Accounts and Contents to Assignee and will provide all administrative rights to the Dropbox and Box Accounts and Contents as may be required to take possession of and control thereof. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Dropbox and Box Accounts and Contents to Assignee.

6. This Assignment is binding on, and inures to the benefit of, the parties and their respective parents, subsidiaries, affiliated companies, successors, licensees, assigns and other present or future parties in interest who are assigned or otherwise take ownership of the Trademarks, Copyrights, Design Agreement, Domain Names, Computer Software and the Dropbox and Box Accounts and Contents.

7. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. This Assignment may be executed in any paragraph of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

8. Assignor authorizes the United States Commissioner for Patents and Trademarks to record and register this Assignment upon request by Assignee.

9. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of Assignee) to effectuate the transfer of the Trademarks, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may deem appropriate.

10. Each of the Representation and Warranties made in the APA, including but not limited to those set out in paragraph 15, are incorporated herein.

11. This Assignment shall be governed by the laws of the State of Montana (excepting any conflict of laws or provisions which would serve to defeat application of Montana substantive law). Any legal suit, action or proceeding arising out of or based upon this Assignment may be instituted in the federal or state courts within the State of Montana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12. Nothing contained in this Assignment shall be construed as making either party an agent or licensee of the other party.

Agreed to this 6 day of April, 2018.

Assignor:

[Signature]
Carlisle Construction Materials, LLC,
Insulfoam, and Premier SIPs

By: Wanda McAnally
(Print Name)

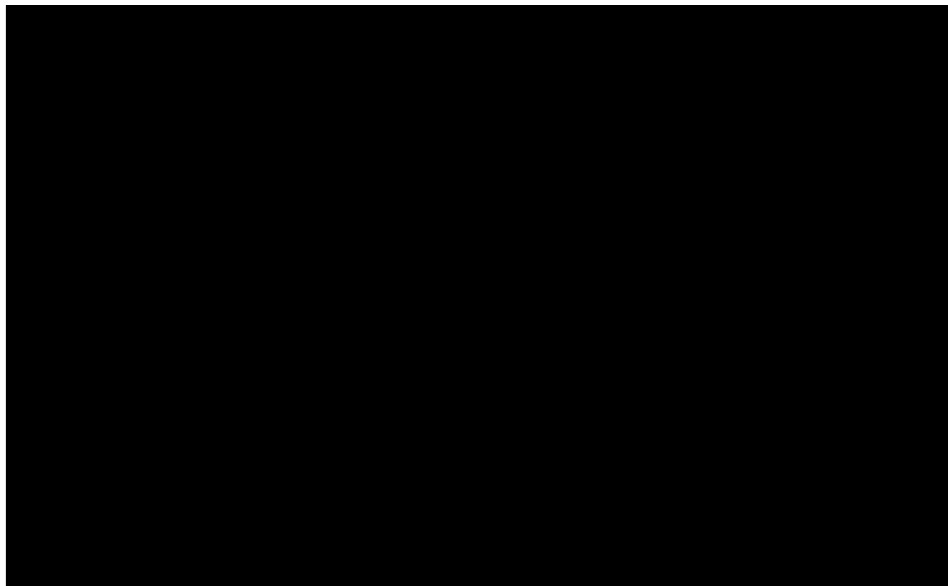
Title: President

Assignee:

[Signature]
Premier Building Systems, LLC

By: Brad J. Huempfner
(Print Name)


Title: President



5. Tradenames, Trademarks, Logos, etc.

Code/Matter No.	Mark Name	Country	Status	Current Owner	Application No.
CRSIN 06	MISCELLANEOUS DESIGN (stylized and/or design)	US	Registered	Carlisle Intangible Company	77/537,461
CRS 417	PREMIER SIPS	US	Registered	Carlisle Intangible Company	85/462,477
CRSIN 05	STRONGER. STRAIGHTER. GREENER.	US	Registered	Carlisle Intangible Company	77/537,452
	PREMIER BUILDING SYSTEMS and Design	US	Un-filed Common Law		

Carlisle Mark

Mark	Owner	Goods and Services
		Abbreviated Description
PREMIER BUILDING SYSTEMS and Design 	Carlisle Construction Materials, LLC, its divisions Insulfoam, and Premier Building Systems/Premier SIPS	Structural insulated panels and Foam and wood systems containing insulating materials. (first use pre-1995)

6 In General, all trademark rights, brand names, tradenames and trademarks "Premier Building Systems", "Premier SIPS", "Premier SIPS Structural Insulated Panels", "Premier Panels", "Stronger. Straighter. Greener.", the logo associated with Premier SIPS, any name or graphical presentation used exclusively for the Premier SIPS business or its products, and/or any derivation thereof. Further, Seller grants to Buyer, without restriction, the right to use the names "InsulLam", "Insul-Beam", "Insul-Beam II", "Insulfoam ci Panel", "InsulVent", and "Premier Platinum SIPS" in its marketing for a period of one year after Closing.