

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501650

<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>
Home Brands, LLC		08/20/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tuff Shed, Inc.		
<b>Street Address:</b>	1777 South Harrison Street, Suite 600		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80210		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2964707	SHEDS USA DELIVERED BUILT GUARANTEED	
<b>Registration Number:</b>	4433336	YARD BUILT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032231111		
<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)223-1100		
<b>Email:</b>	dntrademarkdocket@bhfs.com		
<b>Correspondent Name:</b>	Daniel I. Ackerman		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	019408.0002		
<b>NAME OF SUBMITTER:</b>	Daniel I. Ackerman		
<b>SIGNATURE:</b>	/Daniel I. Ackerman/		
<b>DATE SIGNED:</b>	12/11/2018		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of August 20, 2018, is made by Home Brands, LLC, a Delaware limited liability company ("Assignor"), and Tuff Shed, Inc., a Colorado corporation ("Assignee"), with its principal address of 1777 South Harrison Street Suite 600 Denver, Colorado 80210 (each a "Party" and collectively referred to as the "Parties").

WHEREAS, under the terms of this Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and this IP Assignment and deliver individual Assignment documents created in association with this Agreement, for recording with governmental authorities in the United States and other jurisdictions throughout the world including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration for the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

- (a) the patents and patent applications set forth in **Schedule 1** hereto (the "Patents");
- (b) the proprietary formulations, recipes, trade secret, and other confidential company information and know-how of Assignor, and all company information connected with the business of Assignor;
- (c) the trademark registrations, trademark applications, common law or unregistered trademarks, and trade names set forth in **Schedule 2** hereto, together with the goodwill connected with the use of and symbolized thereby (the "Trademarks");
- (d) the copyright registrations and applications for registration set forth in **Schedule 3** hereto (the "Copyrights");
- (e) the internet domain name registrations set forth in **Schedule 4** hereto (the "Domain Names");
- (f) 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, including the right to file and obtain issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and/or renewals with respect to the Patents, Trademarks, Copyrights, and Domain Names;
- (g) 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

(h) any and all claims and causes of action, 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. Domain Names. Assignor does hereby instruct, authorize, and direct any and all registrars thereof (including, but not limited to, the registrars listed on **Schedule 4**) to transfer the Domain Names to an account as directed by the Assignor. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner, and Assignor or Assignee is hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer. Assignor further agrees that within five (5) business days after the parties execute this IP Assignment, Assignor shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the ownership transfer.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any country or countries foreign to the United States, to record and register the relevant Assignment documents executed as a part of this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. At Assignee's request and expense, Assignor shall take such steps and actions following the date hereof as are reasonably necessary, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. 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.

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

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP

Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California aware or any other jurisdiction).

8. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the county of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

**ASSIGNOR:**

**HOME BRANDS, LLC**

Date: August 20, 2018

By: [Signature]

Name: Cody Fox

Title: Chief Financial Officer, Secretary and  
Treasurer

ACCEPTED AND AGREED BY:

**ASSIGNEE:**

**TUFF SHED, INC.**

By: \_\_\_\_\_

Name: Mark Buttermann

Title: General Counsel and Secretary

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006498 FRAME: 0717**

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

**ASSIGNOR:**

**HOME BRANDS, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Cody Fox

Title: Chief Financial Officer, Secretary and  
Treasurer

ACCEPTED AND AGREED BY:

**ASSIGNEE:**

**TUFF SHED, INC.**

By:  \_\_\_\_\_

Name: Mark Butterman

Title: General Counsel and Secretary

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE



**SCHEDULE 2**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

SHEDS USA DELIVERED BUILT GUARANTEED® (U.S. Reg. No. 2,964,707)

YARD BUILT® (U.S. Reg. No. 4,433,336)

**COMMON LAW OR UNREGISTERED TRADEMARKS**

SHEDS USA™

QUALITY OUTDOOR STRUCTURES™

**TRADE NAMES**

SHEDS USA (NEW HAMPSHIRE)

SCHEDULE 3

**COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

None

SCHEDULE 4

DOMAIN NAMES

www.shedsusa.com

www.homeinstallpro.com

www.secureshedcheckout.com

www.shedcart.com

www.qualityoutdoorstructures.com

www.yardbuilt.com

www.thesmartshed.com

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