

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/31/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIW Enterprises, Inc.		05/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CornellCookson, Inc.
Street Address:	24 Elmwood Avenue
Internal Address:	Crestwood Industrial Park
City:	Mountaintop
State/Country:	PENNSYLVANIA
Postal Code:	18707
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	73093870	C COOKSON
Serial Number:	74731334	SPECTRASHIELD
Serial Number:	75448812	SMOKESHIELD
Serial Number:	75460390	CORNELL IRON WORKS
Serial Number:	75814423	MATADOOR
Serial Number:	76022961	LITETOUCH
Serial Number:	76377075	VISIONAIRE
Serial Number:	76377076	THERMISER
Serial Number:	76118792	SENTRYGATE
Serial Number:	76500924	CROSSINGGARD
Serial Number:	76500923	AXCESS
Serial Number:	78561624	TRANZFORM
Serial Number:	77810344	CORNELL
Serial Number:	77628580	KONTROL
Serial Number:	85029923	EXTREME
Serial Number:	85050636	CYCLE-MASTER
Serial Number:	85704710	WIND-MASTER

OP \$915.00 73093870

Property Type	Number	Word Mark
Serial Number:	86103252	THERMISER MAX
Serial Number:	86103303	TEMP-MASTER
Serial Number:	86429763	TEMP-PRO
Serial Number:	86576952	THE DOOR TO BUILDING EXCELLENCE
Serial Number:	86629154	PREFERRED DOOR SOLUTIONS
Serial Number:	86576972	INNOVATIVE DOOR SOLUTIONS
Serial Number:	86727559	ALARMGARD
Serial Number:	86906222	CORNELLCOOKSON
Serial Number:	87026014	RAPIDRESPONSE
Serial Number:	86444638	PROTECTPRO
Serial Number:	86872720	APEX SMARTCONTROLLER
Serial Number:	87068945	ATMOSHIELD
Serial Number:	87068976	LOCK AND DROP
Serial Number:	87397649	MICROCOIL
Serial Number:	87397674	CONTROLGARD
Serial Number:	87068985	SMOKESHIELD
Serial Number:	87662292	COOKSON
Serial Number:	87645584	STEELWEAVE
Serial Number:	87850037	STORMDEFENDER

CORRESPONDENCE DATA

Fax Number: 5706963320

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.

Phone: 570-714-4000

Email: msmolow@smolowlaw.com

Correspondent Name: Mitchell A. Smolow

Address Line 1: 720 Hampton Road

Address Line 4: Shavertown, PENNSYLVANIA 18708

NAME OF SUBMITTER:	Mitchell A. Smolow
SIGNATURE:	/Mitchell A. Smolow/
DATE SIGNED:	12/17/2018

Total Attachments: 6

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This Confirmatory Trademark Assignment Agreement (“Confirmatory Trademark Assignment”) is made effective as of May 31, 2018 by and among CIW Enterprises, Inc., a Delaware corporation (the “Assignor”), and CornellCookson, Inc., a Delaware corporation (“Assignee”). The parties hereto are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor, and Assignor and Assignee are parties to that certain Contribution Agreement, dated May 31, 2018 (the “Contribution Agreement”), pursuant to which Assignor contributed, assigned, transferred, conveyed and delivered to Assignee, among other assets, all of Assignor’s right, title, and interest in and to the trademarks set forth on Exhibit A (collectively the “Assigned Trademarks”); and

WHEREAS, this Confirmatory Trademark Assignment is being executed to confirm and memorialize in writing the earlier transfer of the Assigned Trademarks and the rights related thereto.

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

1. Assignor hereby confirms having contributed, assigned, transferred, conveyed and delivered, and hereby does contribute, assign, transfer, convey and deliver to Assignee, and Assignee hereby confirms that it has accepted, and hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, together with the goodwill symbolized by the Assigned Trademarks and the business to which the intent-to-use trademark applications set forth on Exhibit A pertain, which is ongoing and existing, including all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks; and any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on, 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, misappropriation, or any other violation, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, “Assigned Trademark Rights”).

2. Assignor authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America issue or transfer the Assigned Trademark Rights to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Confirmatory Trademark Assignment with the U.S. Patent and Trademark Office so as to perfect its ownership of the Assigned Trademark Rights.

3. This Confirmatory Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Confirmatory Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to it shall be governed by and construed in accordance with the internal laws of Delaware applicable to agreements made and to be performed entirely within Delaware, without regard to the conflicts of laws principles thereof.

4. This Confirmatory Trademark Assignment may be executed and delivered in counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. The exchange of a fully executed Confirmatory Trademark Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Confirmatory Trademark Assignment, as an original.

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IN WITNESS WHEREOF, this Confirmatory Trademark Assignment has been executed by the Parties as of the date first above written.

ASSIGNOR:

CIW ENTERPRISES, INC.

By: 

Name: Paul Sugarman


Its: Vice President of Finance, Chief Financial
Officer and Treasurer

[Signature Page to Confirmatory Trademark Assignment Agreement]

TRADEMARK
REEL: 006502 FRAME: 0032

ASSIGNEE:

CORNELLCOOKSON, INC.

By: 
Name: Paul Sugarman
Title: Vice President of Finance, Chief Financial
Officer and Treasurer

[Signature Page to Confirmatory Trademark Assignment Agreement]

TRADEMARK
REEL: 006502 FRAME: 0033

Exhibit A

<u>Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
<u>CIW Enterprises, Inc.</u>	<u>C COOKSON (stylized)</u>	<u>73,093,870/ 1,063,724</u>	<u>April 19, 1977</u>
<u>CIW Enterprises, Inc.</u>	<u>SPECTRASHIELD</u>	<u>74,731,334/ 2,211,383</u>	<u>Dec. 15, 1998</u>
<u>CIW Enterprises, Inc.</u>	<u>SMOKESHIELD</u>	<u>75,448,812/ 2,289,942</u>	<u>Nov. 2, 1999</u>
<u>CIW Enterprises, Inc.</u>	<u>CORNELL IRON WORKS (stylized)</u>	<u>75,460,390/ 2,323,006</u>	<u>Feb. 29, 2000</u>
<u>CIW Enterprises, Inc.</u>	<u>MATADOOR</u>	<u>75,814,423/ 2,385,528</u>	<u>Sept. 12, 2000</u>
<u>CIW Enterprises, Inc.</u>	<u>LITETOUCH</u>	<u>76,022,961/ 2,497,183</u>	<u>Oct. 9, 2001</u>
<u>CIW Enterprises, Inc.</u>	<u>VISIONAIRE</u>	<u>76,377,075/ 2,635,264</u>	<u>Oct. 15, 2002</u>
<u>CIW Enterprises, Inc.</u>	<u>THERMISER</u>	<u>76,377,076/ 2,645,754</u>	<u>Nov. 5, 2002</u>
<u>CIW Enterprises, Inc.</u>	<u>SENTRYGATE</u>	<u>76,118,792/ 2,751,685</u>	<u>Aug. 19, 2003</u>
<u>CIW Enterprises, Inc.</u>	<u>CROSSINGGARD</u>	<u>76,500,924/ 2,863,486</u>	<u>July 13, 2004</u>
<u>CIW Enterprises, Inc.</u>	<u>AXCESS</u>	<u>76,500,923/ 2,907,079</u>	<u>Nov. 30, 2004</u>
<u>CIW Enterprises, Inc.</u>	<u>TRANZFORM</u>	<u>78,561,624/ 3,137,103</u>	<u>Aug. 29, 2006</u>
<u>CIW Enterprises, Inc.</u>	<u>CORNELL</u>	<u>77,810,344/ 3,855,645</u>	<u>Oct. 5, 2010</u>
<u>CIW Enterprises, Inc.</u>	<u>KONTROL</u>	<u>77,628,580/ 3,990,465</u>	<u>July 15, 2011</u>
<u>CIW Enterprises, Inc.</u>	<u>EXTREME</u>	<u>85,029,923/ 3,996,098</u>	<u>July 19, 2011</u>
<u>CIW Enterprises, Inc.</u>	<u>CYCLE-MASTER</u>	<u>85,050,636/ 3,996,245</u>	<u>July 19, 2011</u>
<u>CIW Enterprises, Inc.</u>	<u>WIND-MASTER</u>	<u>85,704,710/ 4,313,071</u>	<u>Apr 2, 2013</u>
<u>CIW Enterprises, Inc.</u>	<u>Thermiser Max</u>	<u>86103252 / 4672809</u>	<u>Jan 13, 2015</u>
<u>CIW Enterprises, Inc.</u>	<u>Temp-Master</u>	<u>86103303 / 4676408</u>	<u>Jan 20, 2015</u>
<u>CIW Enterprises, Inc.</u>	<u>Temp-Pro</u>	<u>86429763 / 4783544</u>	<u>July 28, 2015</u>
<u>CIW Enterprises, Inc.</u>	<u>The Door to Building Excellence</u>	<u>86576952 / 4845374</u>	<u>Nov 3, 2015</u>
<u>CIW Enterprises, Inc.</u>	<u>Preferred Door Solutions</u>	<u>86629154 / 4876244</u>	<u>Dec 22, 2015</u>
<u>CIW Enterprises, Inc.</u>	<u>Innovative Door Solutions</u>	<u>86576972 / 4917888</u>	<u>Mar 15, 2016</u>
<u>CIW Enterprises, Inc.</u>	<u>AlarmGard</u>	<u>86727559 / 5000017</u>	<u>July 12, 2016</u>
<u>CIW Enterprises, Inc.</u>	<u>CornellCookson</u>	<u>86906222 / 5048849</u>	<u>Sept 27, 2016</u>
<u>CIW Enterprises, Inc.</u>	<u>RapidResponse</u>	<u>87026014 / 5104526</u>	<u>Dec 20, 2016</u>
<u>CIW Enterprises, Inc.</u>	<u>PROTECTPRO</u>	<u>86444638</u>	<u>Application date Nov. 4, 2014</u>
<u>CIW Enterprises, Inc.</u>	<u>Apex SmartController</u>	<u>86872720 / 5291850</u>	<u>Sept. 19, 2017</u>
<u>CIW Enterprises, Inc.</u>	<u>AtmoShield</u>	<u>87068945 / 5402452</u>	<u>Feb. 13, 2018</u>
<u>CIW Enterprises, Inc.</u>	<u>Lock and Drop</u>	<u>87068976</u>	<u>Application Date June 13, 2016</u>

<u>Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
<u>CIW Enterprises, Inc.</u>	<u>MicroCoil</u>	<u>87397649</u>	<u>Application Date</u> <u>Apr 4, 2017</u>
<u>CIW Enterprises, Inc.</u>	<u>ControlGard</u>	<u>87397674</u>	<u>Application Date</u> <u>Apr 4, 2017</u>
<u>CIW Enterprises, Inc.</u>	<u>SmokeShield (Fabric)</u>	<u>87068985 / 5402453</u>	<u>Feb. 13, 2018</u>
<u>CIW Enterprises, Inc.</u>	<u>Cookson</u>	<u>87662292</u>	<u>Application Date</u> <u>Oct. 27, 2017</u>
<u>CIW Enterprises, Inc.</u>	<u>SteelWeave</u>	<u>87645584</u>	<u>Application Date</u> <u>Oct. 13, 2017</u>
<u>CIW Enterprises, Inc.</u>	<u>StormDefender</u>	<u>87850037</u>	<u>Application Date</u> <u>March 26, 2018</u>