

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Enterprises America, Inc.		02/02/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Forterra Concrete Products, Inc.		
Street Address:	511 E. John Carpenter Freeway		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3600709	ECOSTORM	
CORRESPONDENCE DATA			
Fax Number:	3034842957		
<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:	469-284-8678		
Email:	ForterraDocket@forterrabp.com		
Correspondent Name:	Lori M. Browne		
Address Line 1:	511 E. John Carpenter Freeway		
Address Line 2:	Forterra Concrete Products, Inc.		
Address Line 4:	Irving, TEXAS 75062		
NAME OF SUBMITTER:	Allison Frederick		
SIGNATURE:	/Allison Frederick/		
DATE SIGNED:	04/04/2019		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made and entered into as of February 3, 2017 (the “**Effective Date**”), by and among, on the one hand, Royal Enterprises America, Inc., a Minnesota corporation (including d/b/a “Royal Environmental Systems, Inc.” and “Royal Concrete Pipe, Inc.”, “**REA**”), SIGH Properties, LLC, a Wisconsin limited liability company (“**SIGH**”), Blue Horizon Transportation, LLC, a Wisconsin limited liability company (“**BHT**”), C&D Brothers Leasing, LLC, a Wisconsin limited liability company (“**C&D**”), and Brian Seubert, i in his capacity as the sole shareholder or member, as applicable, of REA, SIGH, BHT and C&D (and, together with REA, SIGH and BHT, each, an “**Assignor**” and collectively, “**Assignors**”), and, on the other hand, Forterra Concrete Products, Inc., an Iowa corporation (“**Assignee**”). Each of Assignor and Assignee are sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

Contemporaneously with the execution and delivery of this Patent Assignment, Assignee and Assignors have executed and delivered that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignee and Assignors, pursuant to which Assignee (or its respective designees) is purchasing from each Assignor all of such Assignor’s right, title and interest in, to and under the trademarks, service marks, logos, trade dress and trade names and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise) identified and set forth on Schedule A or that otherwise constitute “Acquired Assets” under the Purchase Agreement and all registrations and applications to register the foregoing anywhere in the world (all of the foregoing collectively, the “**Trademarks**”) and the goodwill associated with all of the foregoing. Each capitalized term used and not otherwise defined herein has the meaning assigned to such term in the Purchase Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and the mutual promises contained in this Patent Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Each Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of such Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Release and Transfer.** Each Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Further Assurances. Each Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance at Assignee's request and expense, including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens, invention records and other documentation as may be reasonably required in connection with: (a) the implementation, perfection or recording of this Trademark Assignment in the United States and any and all applicable foreign jurisdictions; (b) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (c) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Trademark Assignment; (d) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries.

4. Terms of the Purchase Agreement. This Trademark Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated by reference herein. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

5. Miscellaneous.

(a) Amendment. This Trademark Assignment may not be amended, modified, or supplemented except by an instrument in writing signed by the Parties.

(b) No Third Party Beneficiaries. Except as otherwise expressly provided in the Purchase Agreement, nothing in this Trademark Assignment is intended to confer, and shall not confer, any rights, benefits or remedies of any nature whatsoever, whether express or implied, on any Persons or entities under or by reason of this Trademark Assignment other than Parties and their successors and permitted assigns.

(c) Severability. If any term or provision of this Trademark Assignment, or the application thereof to any Person, place or circumstance, is invalid, illegal or incapable of being enforced under any Applicable Law or public policy in any jurisdiction, all other terms or provisions of this Trademark Assignment and such provisions as applied to other Persons, places and circumstances shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Trademark Assignment are consummated as originally contemplated to the greatest extent possible.

(d) Governing Law. This Trademark Assignment and all disputes or controversies arising out of or relating to this Trademark Assignment or the transactions contemplated hereby (whether in contract, tort, equity or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such dispute or controversy) without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of applicable laws of any jurisdiction other than those of the State of Delaware, except as expressly provided otherwise in this Trademark Assignment.

(e) Binding on Successors and Assigns. This Trademark Assignment and all of the provisions contained herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns (any such assignment being subject to the same limitations on assignment set forth in Section 10.06 of the Purchase Agreement, all of which are incorporated by reference herein).

(f) Headings. The headings contained in this Trademark Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

(g) Counterparts. This Trademark Assignment may be executed in two or more partially or fully executed counterparts and delivered via email in portable document format (PDF), or other similar electronic transmission, each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same agreement, such agreement becoming effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be duly executed as of the Effective Date.

ASSIGNORS:

ROYAL ENTERPRISES AMERICA, INC.

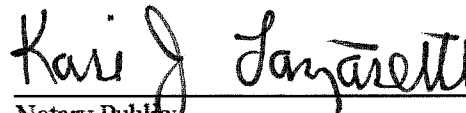
By: 

Name: Brian Seubert

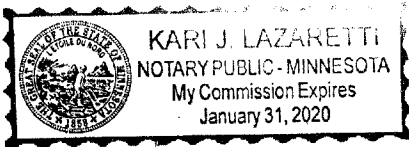
Title: President and Chief Executive Officer

STATE OF Minnesota)
COUNTY OF Hennepin) SS:

On this 2nd day of February, 2017 personally appeared before me Brian Seubert, known to me to be President and Chief Executive Officer of Royal Enterprises America, Inc., who acknowledged that he signed this instrument as a free act on behalf of Royal Enterprises America, Inc.



Notary Public
My commission expires: 1/31/20



SIGH PROPERTIES, LLC

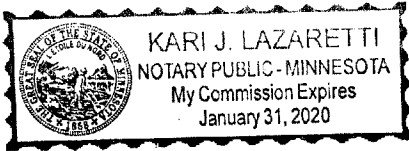
By: _____

Name: Brian Seubert

Title: Chief Manager

STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

On this 2nd day of February 2017 personally appeared before me Brian Seubert, known to me to be Chief Manager of SIGH Properties, LLC, who acknowledged that he signed this instrument as a free act on behalf of SIGH Properties, LLC.



Kari J. Lazaretti
Notary Public
My commission expires: 1/31/20

Signature Page to Trademark Assignment

BLUE HORIZON TRANSPORTATION, LLC

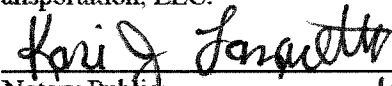
By: 

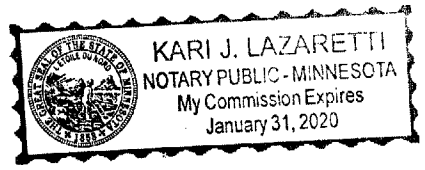
Name: Brian Seubert

Title: Chief Manager

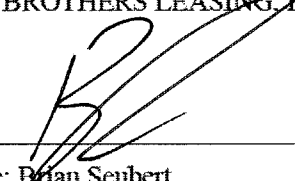
STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

On this 2nd day of February 2017 personally appeared before me Brian Seubert, known to me to be Chief Manager of Blue Horizon Transportation, LLC, who acknowledged that he signed this instrument as a free act on behalf of Blue Horizon Transportation, LLC.


Notary Public:
My commission expires: 1/31/20



C&D BROTHERS LEASING, LLC


By:  _____

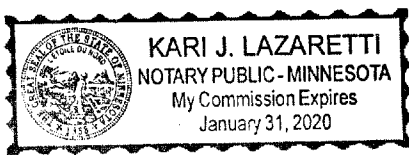
Name: Brian Seubert

Title: Chief Manager

STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

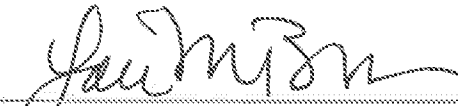
On this 2nd day of February 2017 personally appeared before me Brian Seubert, known to me to be Chief Manager of C&D Brothers Leasing, LLC, who acknowledged that he signed this instrument as a free act on behalf of C&D Brothers Leasing, LLC.

 _____
Notary Public
My commission expires: 1/31/20



ASSIGNEE:

FORTERRA CONCRETE PRODUCTS, INC.

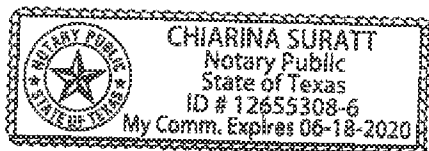
By: 


Name: Lori M. Browne

Title: Senior Vice President & General Counsel

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 3RD day of FEBRUARY 2017 personally appeared before me Lori M. Brown, known to me to be Senior Vice President and General Counsel of Forterra Concrete Products, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Forterra Concrete Products, Inc.




Notary Public:
My commission expires: 6-18-2020

Schedule A

Trademarks

Trademarks:

US Registrations

1.	ECOSTORM	3600709	19	Registered Sec. 8&15 Renewal Accepted 5/26/15	Concrete structures for removing oil and debris from stormwater runoff. FIRST USE: 20031001. FIRST USE IN COMMERCE: 20031001	Royal Environmental Systems, Inc.
2.	INTRAFLOW	2862217	19	Registered Sec. 8&9 Renewal Accepted 6/20/14	Non-metal components of a manhole or catch basin system, namely, inside drops in the nature of non-metal sectional enclosures with non-metal fastening lugs that conform to the inside manhole or catch basin walls for directing sewage from a manhole inlet at one elevation to a discharge at a lower elevation. FIRST USE: 20020701. FIRST USE IN	Royal Concrete Pipe, Inc.

					COMMERCE: 20020701	
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Unregistered Trademarks – From USPTO Database:

1. MILLENIUM MANHOLE (Current Owner: Royal Environmental Systems, Inc.)
2. CENTURY MANHOLE (Current Owner: Royal Anchor Systems, Inc.)



3. ROYAL ANCHOR SYSTEMS, INC. ROYAL ANCHOR LOCK
(Current Owner: Royal Anchor Systems, Inc.)

Unregistered Trademarks of Royal Enterprises America, Inc. (Viewable on Seller's Website):

Products:

SpaceLock
CableConcrete
InfraSafe
Ecoline
ecoStop
ecoTop
ecoSep