

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526740

<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>
Allmark Door Company LLC		04/01/2019	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PerforMax Global LLC		
<b>Street Address:</b>	5 Crozerville Road		
<b>City:</b>	Aston		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19014		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4506254	MAXPOWER	
<b>Registration Number:</b>	4506255	MAXROLL	
<b>Registration Number:</b>	4506253	MAXSPEED	
<b>Registration Number:</b>	4271787	P PERFORMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	24758-10-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	06/06/2019		
<b>Total Attachments: 4</b>			

CH \$115.00 4506254

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of April 1, 2019 (the “**Effective Date**”) by and between Allmark Door Company LLC, a New Jersey limited liability company (“**Assignor**”), and PerforMax Global LLC, a Pennsylvania limited liability company (“**Company**”) (individually a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Parties intend for the Company to own all right, title, and interest in the Assigned IP, and the Parties desire to confirm the Company’s ownership thereof;

WHEREAS, Assignor desires to assign all Intellectual Property rights in the Assigned IP to the Company, and the Company desires to receive such assignment of such Intellectual Property rights.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The following terms when used in this Agreement with initial capital letters shall have the following meaning:

“**Assigned IP**” means (i) the Intellectual Property rights set forth on Schedule A, and (ii) all other Intellectual Property primarily used in or primarily related to, or primarily developed for, the Business.

“**Business**” means the businesses of the Company and manufacturing or sale of commercial or industrial doors, or any other business that the Company currently pursues or may be reasonably expected to pursue at any time in the future (including, for the avoidance of doubt, the sale of vinyl doors, rubber doors or any other types of commercial or industrial doors).

“**Intellectual Property**” means: (i) inventions (whether or not reduced to practice or patentable), patents, patent applications, and all continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, extensions and counterparts thereof; (ii) trademarks, service marks, trade dress, logos, slogans, corporate names, trade names, and any applications, registrations and renewals of any of the foregoing, together with all of the goodwill of any business symbolized thereby; (iii) internet domain names, website content, website layouts and designs; (iv) works of authorship, copyrights and copyrightable works (whether or not registered), and applications and renewals for registrations thereof; (v) designs and trade secrets; (vi) data, databases, software, including, but not limited to, tools, files, folders, records, documentation related to any of the foregoing and all copyrights in any of the foregoing; (vii) tangible embodiments of any of the foregoing; and (viii) rights to sue and recover damages for infringement, misappropriation, misuse, or violation of any of the foregoing; in each case of clause (i) through (viii) hereof, as it particularly relates to the Company or the business of the Company.

2. **Assignment.** Assignor hereby assigns, and agrees to assign, to the Company, Assignor’s entire right, title, and interest in and to the Assigned IP, including any and all (i) income, royalties, damages and payments due or payable at any time (including damages and payments for past or future infringements, dilution, misappropriations or violations thereof), (ii) rights to sue and recover for past infringements, dilutions, misappropriations or violations thereof, and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world.

3. **Further Assurances.** From time to time after the date hereof, and for no further consideration, Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in the Company, all Intellectual Property rights in the Assigned IP contemplated by this Agreement, and to confirm and evidence such transfer, at the Company's sole cost and expense. Assignor, upon the Company's reasonable request, shall take all further actions, and provide the Company all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation) to more fully effectuate the purposes of this Agreement, including, but not limited to, reasonably assisting the Company in preserving or perfecting its rights in the Assigned IP and the filing of applications for the registration of any Intellectual Property rights in the Assigned IP at the Company's sole cost and expense. Should the Company opt to take action against any actual or suspected infringers, diluters, or other violators of the Intellectual Property rights in the Assigned IP, upon the Company's reasonable request and at the Company's sole cost and expense, Assignor shall provide the Company reasonable cooperation in connection therewith.

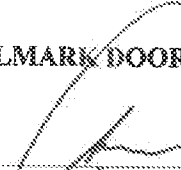
4. **Counterparts; Successors.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument. This Agreement shall inure to the benefit of the Company and its successors and assigns.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, without regards to its principles on conflicts of laws.

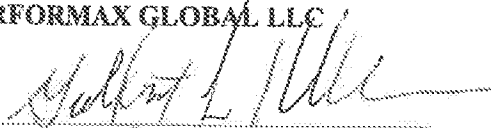
*[Signature Page Follows.]*

IN WITNESS WHEREOF and, intending to be legally bound hereby, the Parties have executed this Intellectual Property Agreement as of the Effective Date.

ALLMARK DOOR COMPANY LLC

By:   
Name: Andrew Markham  
Title: Partner

PERFORMAX GLOBAL LLC

By:   
Name: Gilbert M. Williams  
Title: Partner

[Intellectual Property Assignment Agreement]

TRADEMARK  
REEL: 006664 FRAME: 0061

**Schedule A**

Trademark Registrations and Applications:

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
MAXPOWER	US	85662837 27-JUN-2012	4506254 01-APR-2014	Registered	Allmark Door Company LLC
MAXROLL	US	85662842 27-JUN-2012	4506255 01-APR-2014	Registered	Allmark Door Company LLC
MAXSPEED	US	85662833 27-JUN-2012	4506253 01-APR-2014	Registered	Allmark Door Company LLC
P PERFORMAX and Design 	US	85628932 18-MAY-2012	4271787 08-JAN-2013	Registered	Allmark Door Company LLC
P PERFORMAX and Design 	Australia	1527967 27-NOV-2012	1527967 27-NOV-2012	Registered	Allmark Door Company LLC
PERFORMAX and Design 	Canada	1604050 27-NOV-2012	TMA876903 01-MAY-2014	Registered	Allmark Door Company LLC
PERFORMAX and Design 	Mexico	1485484 (1485484T) 13-MAY-2014	1480987 12-SEP-2014	Registered	Allmark Door Company LLC
PERFORMAX and Design 	EU Trademarks	11378098 27-NOV-2012	27-NOV-2012 26-APR-2013	Registered	Allmark Door Company LLC