

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526797

<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>
P.T. Hutchins Company, LLC		02/01/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Azelis Americas CASE, LLC		
<b>Street Address:</b>	225 Pictoria Drive		
<b>City:</b>	Springdale		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45246		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5616443	C CEMPLETE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	One Lowenstein Drive		
<b>Address Line 2:</b>	c/o Lowenstein Sandler LLP		
<b>Address Line 4:</b>	ROSELAND, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	36795.4		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		
<b>DATE SIGNED:</b>	06/06/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Intellectual Property Assignment"), effective as of February 1, 2019, is made by and among P.T. Hutchins Company, LLC, a California limited liability company ("Assignor") and Azelis Americas CASE, LLC, a Texas limited liability company ("Assignee"). Assignor and Assignee are each referred to herein individually as a "Party" and collectively, as the "Parties."

**WHEREAS**, pursuant to the Purchase Agreement (defined below), Assignor has agreed to sell and Assignee has agreed to purchase, subject to the assumption of certain Assumed Liabilities of the Assignor, the Purchased Assets.

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property Assets set forth on Schedule A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement").

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property of Assignor and all registrations and applications for registrations of the Intellectual Property Assets, including the registrations identified on Schedule A, together with the goodwill of the Business symbolized by the Intellectual Property of Assignor, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Intellectual Property of Assignor (collectively, the "Assigned Property"), free and clear of all Liens, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.

4. Validity Disputes; Use. Assignor agrees to assist Assignee, upon Assignee's reasonable request and at Assignee's sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property of Assignor. Further, Assignor shall not directly or indirectly, challenge Assignee's ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade

name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. Except as otherwise set forth in this Intellectual Property Assignment, Assignor is not making any additional representations, warranties or covenants in this Intellectual Property Assignment other than those contained in the Purchase Agreement.

7. Modification. This Intellectual Property Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Intellectual Property Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Intellectual Property Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Intellectual Property Assignment are for convenience only and such headings form no part of this Intellectual Property Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Intellectual Property Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories

12. Filing. Assignor hereby agrees that this Intellectual Property Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property of Assignor and all applications and registrations therefore.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

P.T. HUTCHINS COMPANY, LLC.

By: *M. Beller*  
Name: *Joseph Beller*  
Title: *VP + Director*

ASSIGNEE:

AZELIS AMERICAS CASE, LLC

By: *Terence Phoenix*  
Name: *Terence P. Phoenix*  
Title: *CEO + TREASURER*

**SCHEDULE A  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY**

**Trademarks:**

U.S. PTO Registration No. 5,616,443 "Complete".

Common law rights to the name "P.T. Hutchins" "Azelis Construction Solutions" and "Complete".

**Copyrights:**

Common law rights to any copyrightable materials created by Assignor.

**Domain Names:**

[www.complete.com](http://www.complete.com)

[www.complete.biz](http://www.complete.biz)

[www.complete.info](http://www.complete.info)

[www.complete.net](http://www.complete.net)

[www.complete.us](http://www.complete.us)

[www.pthutchins.com](http://www.pthutchins.com)

4813-3982-6423.1

Schedule A