

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532906

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b> | NUNC PRO TUNC ASSIGNMENT |
| <b>EFFECTIVE DATE:</b>       | 01/01/2018               |

## CONVEYING PARTY DATA

| Name                  | Formerly | Execution Date | Entity Type       |
|-----------------------|----------|----------------|-------------------|
| ProVia Holdings, Inc. |          | 07/17/2019     | Corporation: OHIO |

## RECEIVING PARTY DATA

|                        |                                 |
|------------------------|---------------------------------|
| <b>Name:</b>           | ProVia LLC                      |
| <b>Street Address:</b> | 2150 State Route 39             |
| <b>City:</b>           | Sugarcreek                      |
| <b>State/Country:</b>  | OHIO                            |
| <b>Postal Code:</b>    | 44681                           |
| <b>Entity Type:</b>    | Limited Liability Company: OHIO |

## PROPERTY NUMBERS Total: 11

| Property Type        | Number  | Word Mark                     |
|----------------------|---------|-------------------------------|
| Registration Number: | 2553060 | CEDAR PEAKS                   |
| Registration Number: | 2867471 | CEDARMAX                      |
| Registration Number: | 5124025 | EMBARQ                        |
| Registration Number: | 2262458 | HEART TECH                    |
| Registration Number: | 3838962 | INSPIRATIONS ART GLASS        |
| Registration Number: | 3835425 | P                             |
| Registration Number: | 5124251 | P PROVIA THE PROFESSIONAL WAY |
| Registration Number: | 5124252 | PROVIA                        |
| Registration Number: | 3766518 | SIGNET                        |
| Registration Number: | 3718588 | SS SIGNET                     |
| Registration Number: | 2610114 | WOODHAVEN                     |

## CORRESPONDENCE DATA

Fax Number: 2163485474

*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: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue East

TRADEMARK

**Address Line 2:** Suite 2100  
**Address Line 4:** Cleveland, OHIO 44114-2653

**NAME OF SUBMITTER:** Lindsie A. Everett

**SIGNATURE:** /Lindsie A. Everett/

**DATE SIGNED:** 07/22/2019

**Total Attachments: 3**

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (this "Assignment"), including all schedules attached hereto, is entered into as of this 17<sup>th</sup> day of July 2019 (the "Effective Date"), by and between ProVia Holdings, Inc., a corporation organized under the laws of Ohio with an address at 2150 State Route 39, Sugarcreek, Ohio 44681 ("Assignor") and ProVia LLC, a limited liability company organized under the laws of Ohio with an address at 2150 State Route 39, Sugarcreek, Ohio 44681 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademark registrations and applications for registrations, and the service mark registrations and applications for registration, set forth on *Schedule A* attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement between the parties dated as of January 1, 2018 (the "Agreement"), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks.

NOW, THEREFORE, for the good and valuable consideration set out in the Agreement, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Effective as of January 1, 2018, Assignor hereby sells, contributes, grants, bargains, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.

2. Assignor further agrees to execute such further documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Assignee under this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.


5. This Assignment shall be governed by and construed in accordance with the laws of Ohio, without reference to its conflict of law principles.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

**ProVia Holdings, Inc.**

By:



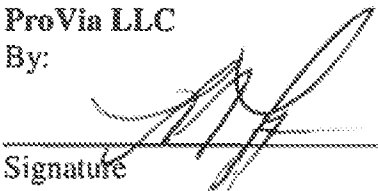
Signature

Brian Miller, President & CEO

Printed Name and Title

**ProVia LLC**

By:



Signature

Larry Troyer, Vice President of Finance & Administration

Printed Name and Title

*Schedule A*  
to Nunc Pro Tunc Trademark Assignment

| Country | Trademark                                | App. No. | Filing Date | Reg. No.  | Reg. Date   |
|---------|--|----------|-------------|-----------|-------------|
| US      | CEDAR PEAKS                              | 75556506 | 21-Sep-1998 | 2553060   | 26-Mar-2002 |
| US      | CEDARMAX                                 | 76454870 | 26-Sep-2002 | 2867471   | 27-Jul-2004 |
| US      | EMBARQ                                   | 87066921 | 10-Jun-2016 | 5124025   | 17-Jan-2017 |
| US      | HEART TECH                               | 75413988 | 05-Jan-1998 | 2262458   | 20-Jul-1999 |
| US      | INSPIRATIONS ART GLASS                   | 77752433 | 04-Jun-2009 | 3838962   | 24-Aug-2010 |
| US      | P (Stylized)                             | 76662795 | 10-Oct-2007 | 3835425   | 17-Aug-2010 |
| US      | P PROVIA THE PROFESSIONAL WAY (Stylized) | 87071771 | 15-Jun-2016 | 5124251   | 17-Jan-2017 |
| US      | PROVIA                                   | 87071799 | 15-Jun-2016 | 5124252   | 17-Jan-2017 |
| US      | SIGNET                                   | 77754536 | 08-Jun-2009 | 3766518   | 30-Mar-2010 |
| US      | SIGNET and Design                        | 77754582 | 08-Jun-2009 | 3,718,588 | 01-Dec-2009 |
| US      | WOODHAVEN                                | 75684392 | 15-Apr-1999 | 2610114   | 20-Aug-2002 |