

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535639

<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>
Daws Manufacturing Company, Inc.		03/22/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Werner Co.		
<b>Street Address:</b>	93 Werner Road		
<b>City:</b>	Greenville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16125		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2263914	BETTER BUILT	
<b>Registration Number:</b>	5127533	BBC BETTER BUILT A DIVISION OF DAWS MANU	
<b>Registration Number:</b>	5132377	QUANTUM RACK	
<b>Registration Number:</b>	5194441	BBC BETTER BUILT A DIVISION OF DAWS MANU	
<b>Registration Number:</b>	5194442	BBC BETTER BUILT A DIVISION OF DAWS MANU	
<b>Registration Number:</b>	5212092	BBC BETTER BUILT A DIVISION OF DAWS MANU	
<b>Registration Number:</b>	3043838	SITE SAFE	
<b>Registration Number:</b>	2160881	BETTER BUILT BBC	
<b>Registration Number:</b>	2192599	BETTER BUILT THE NAME SAYS IT ALL!	
<b>Registration Number:</b>	2444722	QUANTUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		

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<b>Address Line 4:</b>	Cleveland, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	32063-36
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier
<b>SIGNATURE:</b>	/Duncan H. Poirier/
<b>DATE SIGNED:</b>	08/07/2019
<b>Total Attachments: 4</b> source=TM Assignment - Daws Manufacturing#page1.tif source=TM Assignment - Daws Manufacturing#page2.tif source=TM Assignment - Daws Manufacturing#page3.tif source=TM Assignment - Daws Manufacturing#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of March 22, 2019 (this “**Trademark Assignment**”), is entered into by and between Daws Manufacturing Company, Inc., a Florida corporation with a principal place of business at 8811 Grow Drive, Pensacola, Florida 32514 (the “**Assignor**”), and Werner Co., a Delaware corporation with a principal place of business at 93 Werner Road, Greenville, Pennsylvania 16125 (the “**Assignee**”).

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademark set forth in the attached Schedule A (the “**Purchased Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, and interest in and to the Purchased Marks;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**”), pursuant to which the Assignee is acquiring various assets of Assignor, including the Purchased Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to the Assignee the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

The recitals set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.





**SCHEDULE A**  
**Purchased Marks**

<i>Trademark</i>	<i>App. No.</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
BETTER BUILT	75127895	7/1/1996	2263914	7/27/1999
BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC. SITE SAFE	87046433	5/23/2016	5127533	1/24/2017
QUANTUM RACK	87055158	5/31/2016	5132377	1/31/2017
BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC.	87046402	5/23/2016	5194441	5/2/2017
BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC. SEC	87046423	5/23/2016	5194442	5/2/2017
BBC BETTER BUILT A DIVISION OF DAWS MANUFACTURING CO., INC. SLE	87046430	5/23/2016	5212092	5/30/2017
SITE SAFE	76609288	8/30/2004	3043838	1/17/2006
BETTER BUILT BBC	75127896	7/1/1996	2160881	5/26/1998
BETTER BUILT THE NAME SAYS IT ALL!	75127879	7/1/1996	2192599	9/29/1998
QUANTUM	75455635	3/24/1998	2444722	4/17/2001