

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Builders American Builders & Contractors Supply Co., Inc.		08/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Weston Solutions, Inc.		
Street Address:	1400 Weston Way		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2802851	GREENGRID	
Registration Number:	2830688	ECOBALLAST	
CORRESPONDENCE DATA			
Fax Number:	3023003456		
<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:	302-300-3468		
Email:	trademarks-ch@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP, Joan Taft Kluger		
Address Line 1:	1000 N. West Street, Suite 1500		
Address Line 4:	Wilmington, DELAWARE 19801-1050		
ATTORNEY DOCKET NUMBER:	34694-299262		
NAME OF SUBMITTER:	Kerry R Thompson - Paralegal		
SIGNATURE:	/Kerry R. Thompson/		
DATE SIGNED:	09/10/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 30, 2019, is made by American Builders & Contractors Supply Co., Inc. ("**ABC**"), in favor of Weston Solutions, Inc. ("**Weston**"), the purchaser of certain assets of ABC pursuant to the Asset Purchase Agreement between Weston and ABC dated as of August 30, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, ABC has conveyed, transferred, and assigned to Weston, certain intellectual property of ABC, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ABC hereby irrevocably conveys, transfers, and assigns to Weston, and Weston hereby accepts, all of ABC's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, subsequent designations, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) Any common law rights of Weston or ABC obtained through use of the GreenGrid logo used in connection with the Assigned Trademarks;

(c) all rights of any kind whatsoever of ABC accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. ABC hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Weston. Following the date hereof, upon Weston's reasonable request, and at Weston's sole cost and expense, ABC shall take such steps and actions, and provide such cooperation and assistance to Weston and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Weston, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of ABC and Weston with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

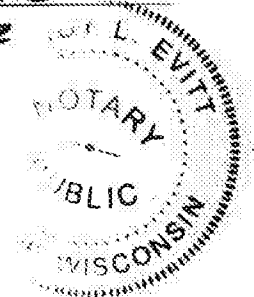
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ABC has duly executed and delivered this Trademark Assignment as of the date first written above.

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.

By: Todd M. Zurek
Name: TODD M. ZUREK
Title: CEO

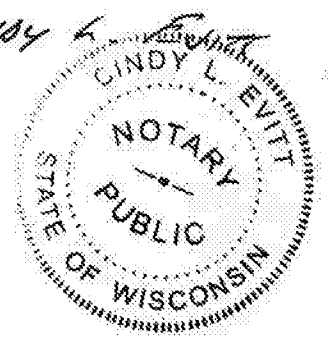


[ACKNOWLEDGMENT
STATE OF WISCONSIN
COUNTY OF ROCK

)
)SS.
)

On the 3 day of August, 2019, before me personally appeared Todd Zurek [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO [SIGNATORY TITLE] of American Builders & Contractors Supply Co., Inc., and acknowledged the instrument to be the free act and deed of American Builders & Contractors Supply Co., Inc. for the uses and purposes mentioned in the instrument.

Cindy L. Evitt
Notary Public
Printed Name: CINDY L. EVITT



My Commission Expires:
9/14/2020

AGREED TO AND ACCEPTED:

WESTON SOLUTIONS, INC.

By: Megan Schwartz
Name: Megan Schwartz
Title: Assistant Corporate Secretary

ACKNOWLEDGMENT

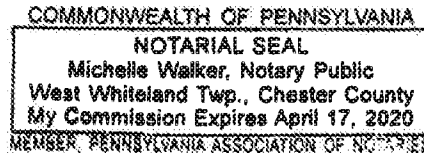
COMMONWEALTH OF PENNSYLVANIA)
)SS.
)

COUNTY OF CHESTER

On the 27th day of August, 2019, before me personally appeared MEGAN SCHWARTZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the ASSISTANT CORPORATE SECRETARY of Weston Solutions, Inc. and acknowledged the instrument to be the free act and deed of Weston Solutions, Inc. for the uses and purposes mentioned in the instrument.

Michelle Walker
Notary Public
Printed Name: Michelle Walker

My Commission Expires:
4/17/20



SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GreenGrid	US	2802851 (application no. 76200019)	1/6/2004
Ecoballast	US	2830688 (application no. 76465371)	7/6/2004
Greengrid	Canada	TMA863618	10/25/2013
GreenGrid	WIPO Designated under the Madrid Protocol in Europe (EM)	953745	11/6/2007
Ecoballast	WIPO Designated under the Madrid Protocol in Switzerland, Spain, Greece, Italy, and Lichtenstein	943716	16/6/2007

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