

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stetson Building Products, Inc.		12/30/2016	Corporation:
RECEIVING PARTY DATA			
Name:	SBP Acquisition, LLC		
Street Address:	2205 Bell Avenue, Corporate Office		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50321		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4944763	STETSON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Max Goodman		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Max Goodman		
SIGNATURE:	/Max Goodman/		
DATE SIGNED:	09/20/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of December 30, 2016, by and between Stetson Building Products, Inc., an Iowa corporation (the "Seller"), and SBP Acquisition, LLC, an Iowa limited liability company (the "Buyer"). Each of the foregoing is individually referred to from time to time herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, contemporaneously with the execution of this Agreement the Seller and the Buyer are entering into that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement") by and among the Buyer, the Seller and each of John Willmore and Marte Cook, providing, among other things, for the sale by the Seller to the Buyer of the Acquired Assets (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, the Seller and the Buyer are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Purchase Agreement;

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

1. **Definitions.** Capitalized terms used herein and not defined herein, unless otherwise indicated, have the respective meanings assigned to them in the Purchase Agreement

2. **General Assignment.** Effective as of the Closing, the Seller hereby sells, transfers, grants, conveys, assigns and delivers to the Buyer, and the Buyer hereby purchases, acquires, receives, assumes and accepts, all of the Seller's right, title and interest in, to and under the trademark set forth on Exhibit A (the "Assigned Trademark"), all associated goodwill and any right to enforce such Intellectual Property and collect for past infringement thereof.

3. **Assigned Trademark; Recordation; Further Assurances.** Without limiting the generality of Section 2 above, the Seller hereby irrevocably transfers, assign, conveys, sells and delivers to the Buyer, and the Buyer hereby accepts, all of the Seller's right, title and interest in and to the Assigned Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark: (a) the trademark registration and trademark application set forth on Exhibit A hereto and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and (d) 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by the Buyer.

4. **Beneficiaries of this Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the Buyer and the Seller and their respective successors and assigns.

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles of such state.

6. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an electronic counterpart shall be effective as a manual delivery thereof.

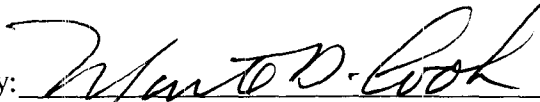
7. **Negotiated Agreement.** This Agreement has been negotiated by the Parties, and the fact that the initial and final draft will have been prepared by either Party will not give rise to any presumption for or against any Party or be used in any respect or forum in the construction or interpretation of this Agreement or any of its provisions.

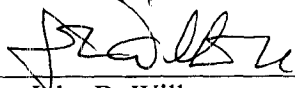
[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE SELLER:

STETSON BUILDING PRODUCTS, INC.

By: 
Name: Marte D. Cook
Title: President

By: 
Name: John B. Willmore
Title: Secretary

[Buyer Signature on the next page.]

THE BUYER:

SBP ACQUISITION, LLC

DocuSigned by:

Brian Henry

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By: _____

Name: Brian Henry

Title: President

Exhibit A
Assigned Trademark

<u>Mark:</u>	STETSON
<u>Registration Number:</u>	4,944,763
<u>Registration Date:</u>	April 26, 2016
<u>Application Serial Number:</u>	86-695,406
<u>Filing Date:</u>	July 16, 2015
<u>Registrant:</u>	Stetson Building Products, Inc.

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