

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Extreme Green Building Products, LLC		03/30/2020	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Huber Engineered Woods LLC		
Street Address:	10925 David Taylor Drive, Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5647413	EXTREMEGREEN	
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>			
Email:	ip.administrator@huber.com		
Correspondent Name:	Patricia L. Ades		
Address Line 1:	3100 Cumberland Blvd., Suite 600		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	4000-351-US -EXTREMEGREEN		
NAME OF SUBMITTER:	Patricia L. Ades		
SIGNATURE:	/Patricia L. Ades/		
DATE SIGNED:	06/17/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of March 30, 2020 (the "Effective Date") by and between Extreme Green Building Products, LLC, an Alabama limited liability company (the "Assignor"), and Huber Engineered Woods LLC, a Delaware limited liability company (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to assign, transfer and convey to Assignee, and Assignee agreed to acquire and accept from Assignor, certain Purchased Assets, including those trademark registrations and applications set forth on Schedule I attached hereto, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "Assigned Trademarks").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Assigned Trademarks and, as of the Effective Date and pursuant to the terms hereof and of the Purchase Agreement, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of \$1.00, the terms and conditions herein and in the Purchase Agreement and for other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor's business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments

to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Assignor hereby represents and warrants to Assignee:

(a) Assignor exclusively owns all right, title and interest in all of the Assigned Trademarks free and clear of any liens or encumbrances and Assignor has the exclusive right to assign, sell, license, or otherwise transfer all right, title and interest to the Assigned Trademarks;

(b) Assignor has not transferred, assigned or otherwise granted any right, license or interest in or to any of the Assigned Trademarks to any third party; and

(c) Assignor has the ability to enter into this Trademark Assignment and assign the rights granted herein without violation of any law, regulation or any agreement with any third party.

5. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

7. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

EXTREME GREEN BUILDING
PRODUCTS, LLC

By: 

Name: 

Title: CEO

By: _____

Name: _____

Title: _____

ASSIGNEE:

HUBER ENGINEERED WOODS LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

EXTREME GREEN BUILDING
PRODUCTS, LLC

By: _____

Name:

Title:



By: _____

Name: **Peter P. Gaillard Jr.**

Title: **President**

ASSIGNEE:

HUBER ENGINEERED WOODS LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:


EXTREME GREEN BUILDING
PRODUCTS, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

ASSIGNEE:

HUBER ENGINEERED WOODS LLC

By: 
Name: *Kirk Blanchette*
Title: *CFO + U.P. of Strategy*

Signature Page to Trademark Assignment

Schedule I to Trademark Assignment

Mark	Country	Registration No.	Registration Date	Status
EXTREMEGREEN	USA	5647413	January 8, 2019	Registered