

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588920

<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>
Kelmar Creations		07/13/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UFP Industries, Inc.		
<b>Doing Business As:</b>	UFP Industrial, LLC, a wholly-owned subsidiary of UFP Industries, Inc.		
<b>Street Address:</b>	2801 E. Beltline Ave, NE		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49525		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3842020	ECOPAK	
<b>Registration Number:</b>	3838357	ECOTAINER	
<b>Registration Number:</b>	3720601	E ECOTAINABLE	
<b>Registration Number:</b>	3920135	ECOTRAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6167421010		
<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>	6167423500		
<b>Email:</b>	trademarks@mcgarrybair.com		
<b>Correspondent Name:</b>	Joel E. Bair, McGarry Bair PC		
<b>Address Line 1:</b>	45 Ottawa Ave SW Suite 700		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>NAME OF SUBMITTER:</b>	Joel E. Bair		
<b>SIGNATURE:</b>	/Joel E. Bair/		
<b>DATE SIGNED:</b>	07/28/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Agreement") is entered into as of July 13, 2020 (the "Effective Date"), by and between **KELMAR CREATIONS**, a California corporation ("Assignor"), and **UFP INDUSTRIES, INC.**, a Michigan corporation ("Assignee").

### RECITALS

A. Assignor, UFP Industrial, LLC (who is a wholly-owned subsidiary of Assignee), and certain other parties have entered into that certain Asset Purchase Agreement, dated June 19, 2020 (the "Purchase Agreement").

B. Pursuant to the terms of the Purchase Agreement, Assignor agreed to assign or procure the assignment of the Trademarks (as defined below) to Assignee.

### AGREEMENT

**NOW, THEREFORE**, the parties agree as follows:

#### **1. Definitions.**

(a) "Trademarks" means the trademark registrations and applications set forth in Schedule 1, together with all translations or transliterations, adaptations, derivations, and confusingly similar alternatives and combinations thereof and all current and future applications, registrations, issuances, extensions, and renewals in connection therewith.

(b) Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.

**2. Assignment.** As of the Effective Date, Assignor hereby sells, assigns, grants, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to:

(a) the Trademarks;

(b) all goodwill associated with the Trademarks;

(c) rights of any kind whatsoever accruing to Assignor under the Trademarks provided by applicable law (whether under common law or statute) of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, the benefit of all priority dates and the right to seek and obtain registrations in other countries;

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

(e) any and all claims, with respect to the Trademarks, for damages and injunctive 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.

**3. Recordation.** Assignor authorizes the Commissioner for Trademarks and any other foreign, national, federal, and state government officials to record and register this Agreement upon request by Assignee.

**4. Further Assurances.**

(a) Assignor shall, at Assignor's cost, perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) all further documents required by law or which Assignee reasonably requests for the purposes of vesting in Assignee the full benefit of the right, title, and interest in and to the Trademarks.

(b) Promptly following the Effective Date, Assignor shall deliver to Assignee any and all documents or materials evidencing the ownership of or title to, or otherwise relating to, any registration or application for registration of the Trademarks.

(c) Assignor shall, at Assignee's direction and cost, do the following pending formal registration or recordal of the assignment of the Trademarks:

(i) if legally required to do so, pay all applicable application, filing, registration, renewal, and other fees as they fall due;

(ii) if legally required to do so, promptly satisfy all official actions issued by any relevant intellectual property registry or authority;

(iii) provide Assignee with all information and other assistance reasonably required to enable Assignee to prepare, file, or prosecute applications for registration of any of the Trademarks (including producing, in the appropriate form, any evidence of its use of the Trademarks);

(iv) ensure that copies of all correspondence that it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to Assignee at such address as Assignee may specify from time to time; and

(v) provide Assignee with all information and other assistance reasonably required by Assignee to conduct, defend, or settle any relevant claims, actions, or proceedings.

**5. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

**6. Conflict of Provisions.** Nothing contained in this Agreement will in any way amend, supersede, rescind, waive, or otherwise modify any of the provisions, including, without

limitation, the representations, warranties, covenants, and agreements of the parties, of the Purchase Agreement or any other agreement or contract between the parties.

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

*(Signatures appear on the following page.)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

Kelmar Creations

By:   
Name: Philip C. Guardia  
Title: Chief Executive Officer

**ASSIGNEE:**

UFP Industries, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

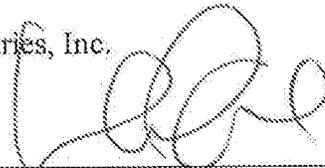
**ASSIGNOR:**

Kelmar Creations

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

UFP Industries, Inc.

By:  \_\_\_\_\_  
Name: MICHAEL J. COLE  
Title: TREASURER

SCHEDULE 1

Trademarks

United States Trademarks

Mark	Registration Number
ECOPAK	3,842,020
ECOTAINER	3,838,357
E ECOTAINABLE	3,720,601
ECOTRAYS	3,920,135