

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Azz, Inc.		07/20/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Reinforcing Services, LLC		
Doing Business As:	AZZ Galvanizing - Catoosa		
Street Address:	3100 West 7th Street; Suite 500		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76107		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86883401	GALVABAR	
Serial Number:	86883443	GALVABAR	
Serial Number:	87117788	GALVABAR	
Serial Number:	87117812	GALVABAR	
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:	2146515304		
Email:	mike.mcarthur@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP c/o Mike McArthur		
Address Line 1:	2323 Victory Ave; Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	6108.GALVABAR		
NAME OF SUBMITTER:	Mike McArthur		
SIGNATURE:	/Mike McArthur/		
DATE SIGNED:	08/26/2020		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into as of July 20, 2020 (the "*Effective Date*"), by AZZ Inc., a Texas corporation ("*Assignor*") and Reinforcing Services, LLC (dba AZZ Galvanizing ~ Catoosa), an Oklahoma limited liability company ("*Assignee*").

RECITALS

WHEREAS, Assignor may own certain right, title, and interest in and to the Business Intellectual Property (as defined below);

WHEREAS, Assignee, an affiliate of Assignor, plans to enter into an asset purchase agreement pursuant to which it will sell, assign, and convey the Business Intellectual Property to a third party; and

WHEREAS, in preparation for such transaction, Assignor and Assignee wish to enter into this Assignment to establish and confirm that Assignee owns all right, title, and interest in and to the Business Intellectual Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "*Intellectual Property Rights*" means all intellectual property rights, anywhere in the world, arising from or in respect of the following: (i) all patents and applications therefor; (ii) all trademarks, service marks, trade names, service names, brand names, trade dress, logos and Internet domain names, together with the goodwill associated with any of the foregoing, and all applications and registrations thereof; (iii) all copyrights, works of authorship and registrations and applications thereof; (iv) all trade secrets and know-how, including any material and manufacturing specifications, drawings, designs, methods, processes and formulations, in all cases whether patentable or not; (v) any reissues, continuations, extensions, renewals, divisionals or amendments of any of the foregoing and any other applications or registrations relying on any of the foregoing for priority; and (vi) any other proprietary, intellectual or industrial property rights of any kind or nature.

b. "*Business Intellectual Property*" means all Intellectual Property Rights used or held for use in, generated by or otherwise related to, Assignee's business of using a continuous galvanizing process to galvanize rebar and other steel products and selling such products to third parties. Without limiting the generality of the foregoing, the Business Intellectual Property includes the patent and trademark applications and registrations listed on Exhibit A hereto. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the "*Business Intellectual Property*" shall not include any trademark, service mark, trade name, service name, brand name, trade dress, logo, or internet domain name, comprising the term "AZZ".

2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, and Assignee hereby assumes, the Assignor's entire worldwide right, title and interest in and to the Business Intellectual Property, free and clear of any liens, including, without limitation, all associated goodwill, all common law rights, all rights of priority in any country as may now or hereafter be granted to it by law, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, continuations-in-part, or extension of any of the foregoing and any foreign counterparts thereof, and all other corresponding rights that are or may be secured

under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Business Intellectual Property, in each case 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 Assignor if this Assignment had not been made. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this Assignment.

3. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

4. Execution: Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (.pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

AZZ INC.

By: Tara D. Mackey
Name: Tara D. Mackey
Title: Chief Legal Officer & Corporate Secretary

ASSIGNEE:

REINFORCING SERVICES, LLC

By: Tara D. Mackey
Name: Tara D. Mackey
Title: Secretary

EXHIBIT A
PATENTS AND TRADEMARKS

U.S. Patent Application		
Title	Filing Date	Application No.
Process for continuously galvanizing elongated articles	June 28, 2018	16/022,156

U.S. Trademark Registrations				
Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
GALVABAR	Jan. 22, 2016	86883401	Oct. 2, 2018	5576251
GALVABAR	Jan. 22, 2016	86883443	Oct. 2, 2018	5576252
GALVABAR	July 27, 2016	87117788	Sept. 25, 2018	5571130
GALVABAR	July 27, 2016	87117812	Sept. 25, 2018	5571131