

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storm Master South Co., Inc.		08/31/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Installed Building Products, LLC		
Street Address:	495 S. High Street		
Internal Address:	Suite 50		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4879263	STORM MASTER	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	09/02/2020		
Total Attachments: 5			
source=Trademark_Assignment_Agreement_by_and_between_South_and_Purchaser#page1.tif			
source=Trademark_Assignment_Agreement_by_and_between_South_and_Purchaser#page2.tif			
source=Trademark_Assignment_Agreement_by_and_between_South_and_Purchaser#page3.tif			

OP \$40.00 4879263

source=Trademark_Assignment_Agreement_by_and_between_South_and_Purchaser#page4.tif

source=Trademark_Assignment_Agreement_by_and_between_South_and_Purchaser#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated August 31, 2020 (the "Effective Date"), is made by Storm Master South Co., Inc., a New Jersey corporation ("Assignor") in favor of Installed Building Products, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings set for in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated August 31, 2020, by and among Assignee and the other parties thereto.

WITNESSETH:

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, pursuant to which the Seller Parties are selling to Assignee (the "Transaction") substantially all of the assets of the Sellers, including, without limitation, their business and goodwill (the "Purchased Assets");

WHEREAS, Assignor is the owner of those certain trademarks and trade names that are Purchased Assets, including the trademark registration, which is registered with the United States Patent and Trademark Office (the "USPTO"), and other trademarks set forth on Exhibit A (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, and conditional upon the consummation of the Transaction, the Assignor desires to assign the Trademarks and all rights, title and interest, including all goodwill associated therewith, to the Assignee and the Assignee desires to accept the Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in, to and under the Trademarks in the United States and throughout the world (together with the goodwill of the business associated therewith), the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark and domain name registrations within or outside of the United States based in whole or in part upon the Trademarks, all corresponding rights that are or may be secured under the laws of the United States or any foreign country (now or hereafter arising or in effect), the right to collect royalties, products and proceeds in connection therewith, all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation or other violation of any of the foregoing (regardless of whether arising prior to, as of, or after the date hereof or known or unknown) and all other claims relating thereto, together with any priority right that may arise from any of the foregoing and all associated rights in, to or under any of the foregoing (now or hereafter arising or in effect).

2. Recordation. Assignor hereby authorizes and requests the relevant officials of the United States Patent and Trademark Office (USPTO) and other relevant agencies and organizations to take all necessary actions to record Assignee as the owner of any Trademarks. Assignor hereby acknowledges and agrees that Assignee, itself or through any designee shall have the right to record any short-form intellectual property assignment agreement(s) and other required documents, with the USPTO and other relevant agencies and organizations to record and perfect the assignment, and Assignee's ownership of, the Trademarks at Assignee's cost and expense.

3. Further Assurances. Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance, as may be reasonably requested by Assignee from time to time and at Assignee's cost and expense, including, without limitation, in the (i) execution and delivery of any instruments and documents to effect, confirm, perfect and record any assignments contemplated hereunder, (ii) preparation, filing and prosecution of any application for registration of any Trademarks and the protection and enforcement thereof, (iii) prosecution or defense of any interference, opposition, cancellation, infringement or other Proceedings that may arise with respect to any Trademarks, including, without limitation, testifying as to any facts relating to any Trademarks and this Assignment, and (iv) delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation and information with respect to any of the foregoing and to otherwise carry out the purposes of this Assignment.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts (including, without limitation, by means of portable document format (pdf) signature pages), each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Exhibits hereto) will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Ohio.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed this Assignment as of the Effective Date.

Assignor:

STORM MASTER SOUTH CO. INC.,
a New Jersey corporation

By: _____
Name: Joel Lunney
Title: President

Acknowledged by Assignee:

INSTALLED BUILDING PRODUCTS, LLC
a Delaware limited liability company

By: _____
Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007043 FRAME: 0955

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed this Assignment as of the Effective Date.

Assignor:

STORM MASTER SOUTH CO., INC.,
a New Jersey corporation

By: _____
Name:
Title:

Acknowledged by Assignee:

INSTALLED BUILDING PRODUCTS, LLC
a Delaware limited liability company

By:  _____
Name: Michael T. Miller
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Assignment]

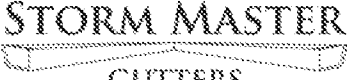
TRADEMARK
REEL: 007043 FRAME: 0956

Exhibit A
Trademarks

Registered Trademark:

Trademark	Registration/(App. Serial No.)	Registration Date/ (Filing Date)	Status
STORM MASTER (standardized mark)	Registration No. 4,879,263 (App. Serial No.86/045,470)	January 5, 2016 (August 22, 2013)	Registered

Unregistered Trademarks & Trade Names:

- STORM MASTER GUTTERS

- MARMARA
- MARMARA ACCOUNTING & MANAGEMENT
- MARMARA ACCOUNTING