

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609303

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| EZ STAIRS, INC.<br>(CALIFORNIA CORP.)   |  | 11/10/2020            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | GORDON T WALKER                                    |                       |                         |
| <b>Street Address:</b>  | 26892 Rocking Horse Lane                           |                       |                         |
| <b>City:</b>  | Laguna Hills                                       |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>   | 92653-5833   |                       |                         |
| <b>Entity Type:</b>   | INDIVIDUAL: UNITED STATES                          |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 2833958  | EZ STAIRS             |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 9016826488   |                       |                         |
| <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>   | 9016857428   |                       |                         |
| <b>Email:</b>   | rwalker@walkermckenzie.com                         |                       |                         |
| <b>Correspondent Name:</b>  | Russell H. Walker                                  |                       |                         |
| <b>Address Line 1:</b>  | Walker, McKenzie & Walker, P.C.                    |                       |                         |
| <b>Address Line 2:</b>  | P.O. Box 475                                       |                       |                         |
| <b>Address Line 4:</b>  | Memphis, TENNESSEE 38101-0475                      |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | B1,053A  |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Russell H. Walker, USPTO Reg. 35401                |                       |                         |
| <b>SIGNATURE:</b>   | /Russell H. Walker/                                |                       |                         |
| <b>DATE SIGNED:</b>   | 11/17/2020   |                       |                         |
| <b>Total Attachments: 6</b>   |  |                       |                         |
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## Intellectual Property Assignment

The parties to this agreement are, on the one hand, EZ Stairs, Inc. (EZ STAIRS), a California corporation, having an address of and place of business at:

26892 Rocking Horse Lane  
Laguna Hills, California 92653-5833  
United States

and, on the other hand, Gordon T. Walker (WALKER), a private individual and citizen of the United States of America, residing in the County of Orange, State of California, and having a residence and Post Office address of:

26892 Rocking Horse Lane  
Laguna Hills, California 92653-5833  
United States

WHEREAS, as agreed by a series of Promissory Notes dated February 12, 2004, December 31, 2006, June 30, 2008, April 15, 2009, and December 31, 2010, and an Amended, Restated and Consolidated Promissory Note dated on or about April 16, 2012, by EZ STAIRS to WALKER, WALKER did loan to EZ STAIRS certain funds and EZ STAIRS did agree to repay said funds to WALKER, as memorialized in a Security Agreement dated April 18, 2012, by which EZ STAIRS granted to WALKER a security interest in, *inter alia*, certain Intellectual Property owned by EZ STAIRS, said Security Agreement having been recorded in the Assignment Branch of the U.S. Patent and Trademark Office at Reel/Frame 028602/0651 on July 19, 2012;

WHEREAS, due to business circumstances, EZ STAIRS is in the process of winding down its business;

WHEREAS, in accordance with said Security Agreement and said series of Promissory Notes and said Amended, Restated and Consolidated Promissory Note, WALKER wishes to obtain the entire right, title and interest in and to said Intellectual Property owned by EZ STAIRS;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EZ STAIRS (Assignor) does hereby assign and irrevocably grant to WALKER (Assignee):

- (1) its full and exclusive right, both domestic and foreign, to the Patents and Patent Applications listed on Schedule A attached hereto, both domestic and foreign, and also its entire right, title, and interest in and to any and all Letters Patent that may be granted for said Patent Applications, both domestic and foreign, as well as any and all Letters Patent granted upon any divisional, reissue, re-examination, continuation, and/or continuation-in-part application(s) whether or not claiming priority thereof, both domestic and foreign, as well as any and all extensions of term therefor, and all past, present, and future causes of action arising therefor;
- (2) its full and exclusive right, both in the United States and throughout all countries foreign to the United States, in and to the Marks listed on Schedule A attached, the goodwill of the business associated therewith, and the said Trademark Registrations and Applications therefor, and any and all renewals and registrations issuing therefrom, forever, and all past, present, and future causes of action arising therefor;
- (3) its full and exclusive right, both domestic and foreign, to any and all copyright works created for and/or owned by it, and any rights, titles, and interests that it may have in the same, including any copyright in and to said any and all copyright works forever, any right to renewal of said copyright in and to said copyright

works, and all past, present, and future causes of action arising from said copyright or any renewal thereof.

EZ STAIRS hereby covenants and agrees that it will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the titles of said Assignee or its successors or assigns to said Intellectual Property assigned hereby.

WHEREFORE, EZ STAIRS, with intent to be legally bound, now subscribes to this Intellectual Property Assignment by its representative's signature set forth below.

The undersigned (whose title is supplied below) represents and warrants that he/she is empowered to sign this Intellectual Property Assignment on behalf of the EZ STAIRS.

Executed this 10 day of NOVEMBER, 2020, at the city/town of

LAGUNA NIGUEL

EZ STAIRS, INC.

By: 

(printed name)

GORDON P. WALKER

(title of officer)

president, EZ STAIRS, INC.

STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF ORANGE )

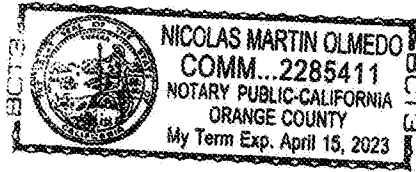
Sworn and subscribed before me at the city/town of LAGUNA NIGUEL  
this 10 day of NOVEMBER, 2020, by the said GORDON WALKER, who  
personally appeared before me and acknowledged the foregoing instrument to be his/her free act  
and deed.

Nic Olmedo  
Notary Public

My Commission expires:

04/15/2023

(SEAL)



**SCHEDULE A**  
**to Intellectual Property Assignment**

**Patents and Patent Applications**

| Title  | Ctry. | Appl. No.  | Filing Date  | Patent No. | Grant Date   |
|--|-------|------------|--------------|------------|--------------|
| Adjustable Stair Stringer and Railing  | US    | 60/085,151 | May 12, 1998 | N/A        | N/A          |
| Adjustable Stair Stringer and Railing  | US    | 09/315,809 | May 21, 1999 | 6,354,403  | Mar 12, 2002 |
| Adjustable Stair Stringer and Railing  | US    | 10/095,780 | Mar 9, 2002  | 6,868,944  | Mar 22, 2005 |
| Adjustable Stair Stringer and Railing  | US    | 11/083,885 | Mar 17, 2005 | 7,866,443  | Jan 11, 2011 |
| Adjustable Stair Stringer and Railing  | US    | 12/983,302 | Jan 1, 2011  | N/A        | N/A          |
| Adjustable Stair Stringer and Railing  | CA    | 2,421,669  | Mar 11, 2003 | 2,421,669  | May 29, 2012 |
| Adjustable Stair Stringer and Railing  | CA    | 2,771,040  | Mar 11, 2003 | 2,771,040  | Jan 6, 2015  |
| Method and Apparatus for Locating Hole Positions on an Adjustable Stair Stringer | US    | 60/308,192 | Jul 27, 2001 | N/A        | N/A          |
| Method and Apparatus for Locating Hole Positions on an Adjustable Stair Stringer | US    | 10/202,340 | Jul 24, 2002 | 6,839,977  | Jan 11, 2005 |
| Method and Apparatus for Locating Hole Positions on an Adjustable Stair Stringer | US    | 11/032,942 | Jan 10, 2005 | 7,096,592  | Aug 29, 2006 |
| Method for Forming a Finished Skirt / Fascia Board Appearance                    | US    | 11/784,543 | Apr 6, 2007  | 7,497,060  | Mar 3, 2009  |
| Stairway Stringer and Finished Stairway Skirt Board                              | US    | 12/380,879 | Mar 3, 2009  | 7,934,344  | May 3, 2011  |
| Stairway Stringer and Finished Stairway Skirt Board                              | CA    | 2,627,758  | Apr 1, 2008  | 2,627,758  | Nov 24, 2015 |

|   |    |   |              |           |              |
|---|----|---|--------------|-----------|--------------|
| Method and Apparatus for Attaching a Rail Support Post to a Stair | US | 61/003,416  | Nov 16, 2007 | N/A       | N/A          |
| Method and Apparatus for Attaching a Rail Support Post to a Stair | WO | PCT/US08/006136                                   | May 13, 2008 | N/A       | N/A          |
| Method and Apparatus for Attaching a Rail Support Post to a Stair | US | 13/055,712<br>U.S. § 371(c) of<br>PCT/US08/006136 | Jan 24, 2011 | 8,833,008 | Sep 16, 2014 |

### Trademarks and Trademark Applications

| Mark      | Ctry. | Appl. No.  | Filing Date  | Reg. No.  | Reg. Date    |
|-----------|-------|------------|--------------|-----------|--------------|
| EZ STAIRS | US    | 76/495,625 | Feb 13, 2003 | 2,833,958 | Apr 20, 2004 |
| EZ STAIRS | CA    | 1 562 669  | Feb 3, 2012  | TMA847264 | Mar 28, 2013 |