

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Construction Fabrics, Inc.		11/16/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Ferguson Enterprises, LLC		
Street Address:	12500 Jefferson Ave		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23602		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4354869	CURBMASTER	
Registration Number:	1938868	DIRTBAG	
Registration Number:	1938867	DIRTBAG	
Registration Number:	4281730	EARTH SHIELD	
Registration Number:	1603769	EQUUSTALL	
Registration Number:	3351809	GRATEGATOR	
Registration Number:	3364756	GRATEGATOR	
Registration Number:	4354870	GRATEMASTER	
Registration Number:	4937296	LET'S GET IT DONE	
Registration Number:	4939729	R-TANK	
Registration Number:	4898580	R TANK	
Registration Number:	2597381	SILTSACK	
Registration Number:	1904434	SILTSACK	
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:	5616713608		
Email:	ip@akerman.com		
TRADEMARK			

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Correspondent Name: Peter A. Chiabotti
Address Line 1: 777 South Flagler Drive
Address Line 2: Suite 1100 West Tower
Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER: 0367748

NAME OF SUBMITTER: Peter A. Chiabotti

SIGNATURE: /Peter A. Chiabotti/

DATE SIGNED: 11/25/2020

Total Attachments: 8

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Intellectual Property Assignment

This intellectual property assignment agreement (“IP Assignment”) is entered into as of November 16, 2020 (“Effective Date”), by and between, Atlantic Construction Fabrics, Inc., a corporation of Virginia (“Assignor”), and Ferguson Enterprises, LLC, a Virginia limited liability company (“Assignee”).

Recitals

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which, Assignor has conveyed, transferred, and assigned to the Assignee, among other assets, all intellectual property of the Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

B. Now Therefore, Assignor and Assignee agree as follows:

Terms

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (“Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (“Patents”);

(b) the trademarks, trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (“Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (“Copyrights”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

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

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

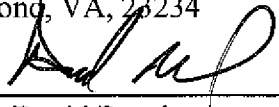
6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have cause this Agreement to be duly executed as of the date first written above.

ASSIGNOR:

Atlantic Construction Fabrics, Inc.
2831 Cardwell Road
Richmond, VA, 23234

By:  _____

Name: David Brooks

Title: President

ASSIGNEE:

Ferguson Enterprises, LLC
12500 Jefferson Ave
Newport News, Virginia 23602

By: _____

Name: Eric A. Gallo

Title: Authorized Signatory

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the undersigned have cause this Agreement to be duly executed as of the date first written above.

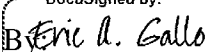
ASSIGNOR:

Atlantic Construction Fabrics, Inc.
2831 Cardwell Road
Richmond, VA, 23234

By: _____
Name:
Title:

ASSIGNEE:

Ferguson Enterprises, LLC
12500 Jefferson Ave
Newport News, Virginia 23602

DocuSigned by:
By:  _____
Name: Eric A. Gallo
Title: Authorized Signatory

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS



Patent Applications and Patents

App. No.	Patent No.	Title
08/412,780	5,589,240	Multiple Cellular Confinement Assembly For Plant Propagation
10/937,307	n/a	Method for fixing a reinforcing mesh to a base or to the ground
09/327,530	6,056,211	Hydrant Flushing Diffuser
09/276,150	6,205,709	Multiple Cellular Confinement Assembly For Plant Propagation
09/645,506	6,401,387	Multiple Cellular Confinement Assembly For Plant Propagation
11/258,145	7,357,861	Curb Inlet Filter
12/119,080	n/a	Debris And Sediment Reduction Apparatus For Water Drainage Systems
12/765,170	n/a	Buoyant Plant Habitat
62/801,779	n/a	Up-Flow Stormwater Filtration System
16/777,992	Pending	Up-Flow Water Filtration System

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATION AND APPLICATIONS

Trademark Applications and Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Goods & Services
CURBMASTER	85/524567 01/25/2012	4354869 06/18/2013	11: filtering device used to prevent storm water runoff pollutants from entering sewer systems
DIRTBAG	74/621595 01/17/1995	1938868 11/28/1995	11: filter bag for use in filtering solid particles from liquids and used at construction projects
	74/621594 01/17/1995	1938867 11/28/1995	11: filter bag for use in filtering solid particles from liquids and used at construction projects
EARTH SHIELD	85/529841 01/31/2012	4281730 01/29/2013	31: grass seed mixture for erosion control
EQUUSTALL	73/829254 10/04/1989	1603769 06/26/1990	19: polyethylene grid floor covering for animal stables
GRATEGATOR	77/156684 04/13/2007	3351809 12/11/2007	19: storm water and inlet protection filters, namely, non-metal filters for storm drains and gutters
	77/156720 04/13/2007	3364756 01/08/2008	19: storm water and inlet protection filters, namely, non-metal filters for storm drains and gutters
GRATEMASTER	85/524574 01/25/2012	4354870 06/18/2013	11: filtering device used to prevent storm water runoff pollutants from entering sewer systems
LET'S GET IT DONE	86/220370 03/13/2014	4937296 04/12/2016	11: water filters used to prevent storm water runoff pollutants from entering sewer systems; water filters in bag form for use in filtering solid particles from liquids and used at construction projects; storm water and inlet protection filters, namely, non-metal water filters for storm drains and gutters 19: environmental control barriers and enclosures, namely, fabric wall systems used for environmental separation and containment in industrial and commercial applications; woven polypropylene erosion control fabric used to collect debris and keep catch basins clear on construction sites; woven polypropylene fabric used as part of the foundation for gravel or hard surface driveways; erosion control sheeting or fabric for non-construction use; erosion control fabric for construction and non-construction use formed to provide a permeable covering that diffuses the force of high water flows; sediment

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Goods & Services
			control fence in the nature of a polypropylene fabric used for silt retention; non-metal filtering tubes used to prevent storm water runoff pollutants from entering sewer systems 37: construction services, namely, installation of environmental containment systems 42: environmental consulting services, namely, planning of storm water management for sites
R-TANK	86/688492 07/09/2015	4939729 04/19/2016	19: storm water management devices, namely, non-metal modular tanks for underground retention, infiltration, and recycling of storm water
	86/688614 07/09/2015	4898580 02/09/2016	19: storm water management devices, namely, non-metal modular tanks for underground retention, infiltration, and recycling of storm water
SILTSACK	76/183890 12/19/2000	2597381 07/23/2002	19: woven polypropylene fabric used to collect debris and keep catch basins clear on construction sites
	74/532521 06/02/1994	1904434 07/11/1995	19: woven polypropylene fabric used to collect debris and keep catch basins clear on construction sites

Common Law Marks

- ACF
- ACF ENVIRONMENTAL



SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.