

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tiffin Metal Products Co.		03/08/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Formetco, Incorporated		
Street Address:	2963 Pleasant Hill Road		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3563290	PANEL-FREE	
Registration Number:	3789718	WINDGUARD	
CORRESPONDENCE DATA			
Fax Number:	7702369785		
<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:	770-822-0900		
Email:	khart@atclawfirm.com		
Correspondent Name:	M. Kathleen Hart, Esq.		
Address Line 1:	1960 Satellite Blvd		
Address Line 2:	One Sugarloaf Centre, Suite 4000		
Address Line 4:	Duluth, GEORGIA 30097		
NAME OF SUBMITTER:	M. Kathleen Hart, Esq.		
SIGNATURE:	/mkh/		
DATE SIGNED:	03/08/2021		
Total Attachments: 5			
source=Formetco.Tiffin.Trademark Assignment.EXECUTED#page1.tif			
source=Formetco.Tiffin.Trademark Assignment.EXECUTED#page2.tif			
source=Formetco.Tiffin.Trademark Assignment.EXECUTED#page3.tif			
source=Formetco.Tiffin.Trademark Assignment.EXECUTED#page4.tif			

OP \$65.00 3563290

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made, entered into and effective as of March 8, 2021, by **TIFFIN METAL PRODUCTS CO.**, an Ohio corporation (the “Assignor”), in favor of **FORMETCO, INCORPORATED**, a Georgia corporation (the “Assignee”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement of even date herewith (the “Purchase Agreement”), by and between the Assignor and the Assignee.

Statement of Background

Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor’s right, title and interest in, and to execute this Trademark Assignment to enable the Assignee to record the assignment of, (i) the trademarks, service marks and trademark and service mark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions of the trademarks, service marks and trademark and service mark applications, in each case listed on Schedule 1 attached hereto and incorporated herein (collectively, the “Assigned Marks”).

Statement of Agreement

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee any and all legal and beneficial right, title and interest of the Assignor in and to the Assigned Marks to hold unto the Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights and all goodwill associated therewith and all causes of action and rights to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives), damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by the Assignor had the assignment in Section 1 not been made.

2. Authorization. The Assignor authorizes and requests the United States Patent and Trademark Office to record the Assignee as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to the Assignee as assignee of the entire right, title and interest therein and thereto.

3. Further Assurances. Each party shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the

Purchase Agreement and this Trademark Assignment, all of which shall be at Assignee's sole expense. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the 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 Marks. 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 Asset Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Entire Agreement. This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon each party and its respective successors and assigns.

7. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Georgia, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Georgia to be applied.

8. Counterparts. This Trademark Assignment may be executed and delivered electronically and in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

(Signatures begin on following page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

TIFFIN METAL PRODUCTS CO., an Ohio corporation

By: 
Matt Dysard, its President

ASSIGNEE:

FORMETCO, INCORPORATED, a Georgia corporation

By: _____
Matt Xander, its President

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed as of the date first written above.

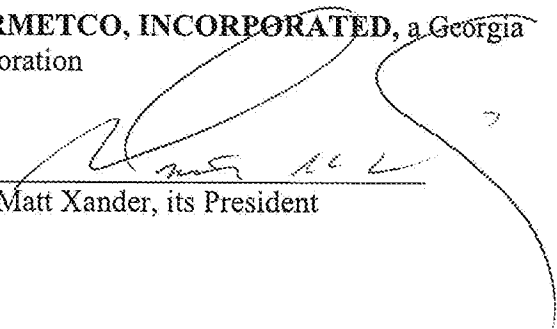
ASSIGNOR:

TIFFIN METAL PRODUCTS CO., an Ohio corporation

By: _____
Matt Dysard, its President

ASSIGNEE:

FORMETCO, INCORPORATED, a Georgia corporation

By:  _____
Matt Xander, its President

[Signature Page to Trademark Assignment]

SCHEDULE 1

ASSIGNED MARKS

Mark	U.S. Application/ Registration Number	U.S. Application/ Registration Date
PANEL-FREE	3,563,290	January 20, 2009
WINDGUARD	3,789,718	May 18, 2010