#### 900611139 04/21/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM640993

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900605990	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Graham Architectural Products Company		02/22/2021	Limited Liability Company: PENNSYLVANIA

#### **RECEIVING PARTY DATA**

Name:	Oldcastle BuildingEnvelope, Inc.	
Street Address:	5005 LBJ Freeway	
Internal Address:	Suite 1050	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75244	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4098027	GRAHAM

### **CORRESPONDENCE DATA**

Fax Number: 8663989915

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.

Phone: 7708565536

Email: yvelisse.cordero@crh.com CRH Americas Law Group **Correspondent Name:** Address Line 1: 900 Ashwood Parkway

Address Line 2: Suite 600

Address Line 4: Atlanta, GEORGIA 30338

NAME OF SUBMITTER: Yvelisse Cordero **SIGNATURE:** /Yvelisse Cordero/ **DATE SIGNED:** 04/21/2021

**Total Attachments: 3** 

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TRADEMARK REEL: 007259 FRAME: 0958

### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of February 22, 2021, by and between Graham Architectural Products Company, a Pennsylvania limited liability company ("Assignor") and Oldcastle Building Envelope, Inc., a Delaware Corporation ("Buyer"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Donald C. Graham, Assignor and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Asset Purchase Agreement</u>"), pursuant to which Buyer has acquired certain assets of Assignor from Assignor's business of manufacturing, selling and distributing aluminum architectural windows and door solutions for non-residential and residential buildings, including without limitation the Assigned Intellectual Property (defined below);

WHEREAS, in accordance with the Asset Purchase Agreement, Assignor desires to assign to Buyer, and Buyer desires to acquire from Assignor, Assignor's rights in and to the Assigned Intellectual Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Buyer hereby agree as follows:

- 1. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Buyer, and Buyer hereby assumes and accepts, all of Assignor's right, title and interest throughout the world in and to all Assigned Intellectual Property (as defined in the Asset Purchase Agreement), including without limitation, the U.S. registered Trademark "GRAHAM" (U.S. registration number 4,098,027) and all common law rights related to the use of such Trademark with Windows Products and goodwill associated therewith, to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.
- 2. Assignor hereby covenants and agrees that it shall at any time upon the request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary to correct, perfect and/or record Buyer's title to the Assigned Intellectual Property. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, to issue the same to the Buyer, its successors, and assigns, in accordance with the terms of this Assignment.
- 3. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

# ASSIGNOR:

GRAHAM ARCHITECTURAL PRODUCTS COMPANY

Name: Paul L. Rudy III Title: Chairman

# BUYER:

OLDCASTLE BUILDING ENVELOPE, INC.

By: \_\_\_\_\_\_ Name: Stephen Hancock

Title: Vice President & Treasurer

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

### **ASSIGNOR:**

GRAHAM ARCHITECTURAL PRODUCTS COMPANY

By: \_\_\_\_\_

Name: Paul L. Rudy III Title: Chairman

# **BUYER:**

OLDCASTLE BUILDING ENVELOPE, INC.

Name: Stephen Hancock

Title: Vice President & Treasurer

**RECORDED: 03/31/2021**