

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walnut Hollow Farm, Inc.		04/19/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	UFP Industries, Inc.		
Street Address:	2801 E. Beltline Ave. NE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49525		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1213906	CREATIVE WOODBURNER	
Registration Number:	4063156	CREATIVE VERSA-TOOL	
Registration Number:	4504956	COUNTRY PLANKS	
Registration Number:	1040936	COUNTRY ROUNDS	
Registration Number:	4390457	WALNUT HOLLOW	
Registration Number:	2342561	WALNUT HOLLOW	
CORRESPONDENCE DATA			
Fax Number:	6167421010		
<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:	6167423500		
Email:	trademarks@mcgarrybair.com		
Correspondent Name:	McGarry Bair PC, a firm including Joel E		
Address Line 1:	45 Ottawa SW, Suite 700		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Joel E. Bair		
SIGNATURE:	/Joel E. Bair/		
DATE SIGNED:	04/23/2021		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Agreement”) is entered into as of April 19, 2021 (the “Effective Date”), by and between **WALNUT HOLLOW FARM, INC.**, a Wisconsin corporation (“Assignor”), and **UFP INDUSTRIES, INC.**, a Michigan corporation (“Assignee”).

RECITALS

A. Assignor, Assignee’s wholly-owned subsidiary, UFP Craft and Hobby, LLC, and certain other parties have entered into that certain Asset Purchase Agreement, dated March 26, 2021 and as amended April 14, 2021 (the “Purchase Agreement”).

B. Pursuant to the terms of the Purchase Agreement, Assignor agreed to assign or procure the assignment of the Trademarks (as defined below) to Assignee.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

(a) “Trademarks” means the trademark registrations and applications set forth in Schedule 1, together with all translations or transliterations, adaptations, derivations, and confusingly similar alternatives and combinations thereof and all current and future applications, registrations, issuances, extensions, and renewals in connection therewith.

(b) Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment. As of the Effective Date, Assignor hereby sells, assigns, grants, conveys, and transfers to Assignee all of Assignor’s right, title, and interest in and to:

(a) the Trademarks;

(b) all goodwill associated with the Trademarks;

(c) rights of any kind whatsoever accruing to Assignor under the Trademarks provided by applicable law (whether under common law or statute) of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, the benefit of all priority dates and the right to seek and obtain registrations in other countries;

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

(e) any and all claims, with respect to the Trademarks, for damages and injunctive 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.

3. Recordation. Assignor authorizes the Commissioner for Trademarks and any other foreign, national, federal, and state government officials to record and register this Agreement upon request by Assignee.

4. Further Assurances.

(a) Assignor shall, at Assignor's cost, perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) all further documents required by law or which Assignee reasonably requests for the purposes of vesting in Assignee the full benefit of the right, title, and interest in and to the Trademarks.

(b) Promptly following the Effective Date, Assignor shall deliver to Assignee any and all documents or materials evidencing the ownership of or title to, or otherwise relating to, any registration or application for registration of the Trademarks.

(c) Assignor shall, at Assignee's direction and cost, do the following pending formal registration or recordal of the assignment of the Trademarks:

(i) if legally required to do so, pay all applicable application, filing, registration, renewal, and other fees as they fall due;

(ii) if legally required to do so, promptly satisfy all official actions issued by any relevant intellectual property registry or authority;

(iii) provide Assignee with all information and other assistance reasonably required to enable Assignee to prepare, file, or prosecute applications for registration of any of the Trademarks (including producing, in the appropriate form, any evidence of its use of the Trademarks);

(iv) ensure that copies of all correspondence that it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to Assignee at such address as Assignee may specify from time to time; and

(v) provide Assignee with all information and other assistance reasonably required by Assignee to conduct, defend, or settle any relevant claims, actions, or proceedings.

5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws principles.

6. **Conflict of Provisions.** Nothing contained in this Agreement will in any way amend, supersede, rescind, waive, or otherwise modify any of the provisions, including, without limitation, the representations, warranties, covenants, and agreements of the parties, of the Purchase Agreement or any other agreement or contract between the parties.

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

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

Walnut Hollow Farm, Inc.

By: 
Sandra Bartelt
President

ASSIGNEE:

UFP Industries, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

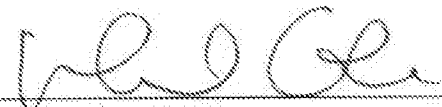
ASSIGNOR:

Walnut Hollow Farm, Inc.

By: _____
Sandra Bartlet
President

ASSIGNEE:

UFP Industries, Inc.

By: _____

Michael R. Cole
CFO

SCHEDULE 1

Trademarks

United States Trademarks

Mark	Registration Number
Creative Woodburner	1213906
Creative Versa-Tool	4063156
Country Planks	4504956
Country Rounds	1040936
Walnut Hollow (logo)	4390457
Walnut Hollow	2342561

Canadian Trademarks

Mark	Registration Number
Creative Woodburner	TMA873067
Creative Versa-Tool	TMA883250
Country Rounds	TMA851368
Walnut Hollow	TMA851386