

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664643

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Winding up of Company and Distribution of Assets to Shareholders
<b>RESUBMIT DOCUMENT ID:</b>	900626027
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ornamental Mouldings Company		07/24/2020	Corporation: NOVA SCOTIA

## RECEIVING PARTY DATA

<b>Name:</b>	Fletcher Wood Solutions, Inc.
<b>Street Address:</b>	8181 Logistic Drive
<b>City:</b>	Zeeland
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49464
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	AWM Acquisitions Corp.
<b>Street Address:</b>	8181 Logistic Drive
<b>City:</b>	Zeeland
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49464
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1815926	EASITRIM

## CORRESPONDENCE DATA

**Fax Number:** 6169578196  
**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:** 616-949-9610  
**Email:** mjernberg@priceheneveld.com  
**Correspondent Name:** Matthew J. Stark/Price Heneveld LLP  
**Address Line 1:** 695 Kenmoor Avenue SE  
**Address Line 4:** Grand Rapids, MICHIGAN 49501

<b>ATTORNEY DOCKET NUMBER:</b>	EMP005 T318
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<b>NAME OF SUBMITTER:</b>	Matthew J. Stark
<b>SIGNATURE:</b>	/Matthew J. Stark/
<b>DATE SIGNED:</b>	08/03/2021
<b>Total Attachments: 9</b> source=1GF7760#page1.tif source=1GF7760#page2.tif source=1GF7760#page3.tif source=1GF7760#page4.tif source=1GF7760#page5.tif source=1GF7760#page6.tif source=1GF7760#page7.tif source=1GF7760#page8.tif source=1GF7760#page9.tif	

**THIS AGREEMENT** made in duplicate as of July 25, 2020, at 12:01 am.

**BETWEEN:**

**ORNAMENTAL MOULDINGS COMPANY**, a body corporate,  
incorporated under the laws of the Province of Nova Scotia (the  
"Company"),

OF THE ONE PART,

- and -

**FLETCHER WOOD SOLUTIONS, INC.**, a body corporate and  
**AWM ACQUISITIONS CORP.** ("Shareholders")

OF THE OTHER PART,

**WHEREAS** the Company has resolved to wind up its affairs, to surrender its Certificate of Amalgamation pursuant to the Companies Act (Nova Scotia) and to distribute its assets;

**AND WHEREAS** the Shareholders are the beneficial owners of all the issued and outstanding shares in the capital stock of the Company and on the distribution of the property of the Company is entitled to all such property;

**AND WHEREAS** Shareholders have agreed to assume and discharge all known liabilities of the Company;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in consideration of the premises, covenants and conditions hereinafter expressed and contained, the parties do hereby mutually covenant and agree with each other as follows:

1. The Company shall, and does hereby, grant, bargain, sell, assign, convey, transfer and set over unto the Shareholders, their successors and assigns as at the effective time of transfer (as defined below) all of the property, assets and undertaking of the Company whether real or personal and of every nature and kind whatsoever (the "Property") to have and to hold the Property and all right, title and interest of the Company therein and thereto unto and to the use of the Shareholders and their successors and assigns forever. The Shareholders shall, and do hereby, accept such transfer.

2. The transfer shall be effective as and from immediately following the close of business on the date hereof (which time is herein referred to as the "effective time of transfer") and each of the parties hereto shall execute all documents and do any and all things necessary or desirable to give full effect to this agreement.

3. The prices at which the Property of the Company shall be transferred to the Shareholders shall be determined by the Shareholders in their sole discretion.

4. This agreement shall operate as an actual conveyance, transfer and assignment of the Property as of the effective time of transfer. The Company shall at the request of the

Shareholders, or either of them, sign, execute and deliver all documents, transfers, assignments, matters and things which are convenient or necessary, or which counsel for such of the Shareholders may advise to be convenient or necessary, for more completely and effectually conveying, assigning and transferring to or vesting the Property, and all the right, title and interest of the Company therein, to the Shareholders.

5. The Company on behalf of itself and its successors hereby irrevocably constitutes and appoints each of the Shareholders its successors and assigns, the true and lawful attorney of the Company for and in the name of or otherwise on behalf of Subsidiary with full power of substitution to do, sign and execute all acts, deeds, matters, assurances, instruments and things whatsoever which in the discretion of the said attorney may be necessary or desirable for the assignment, transfer and conveyance of any interest in the property, assets and business both real and personal, and both moveable and immoveable wherever situate of Subsidiary to the Shareholders, their successors and assigns. Such power of attorney, being coupled with an interest, shall not be revoked by the certificate of surrender being issued by the Registrar of Joint Stock Companies or be otherwise revoked and may be exercised in the name and on behalf of the successors and assigns of the Shareholders.

6. The Shareholders each hereby assume an undivided interest equal to their respective proportionate shareholdings in the Subsidiary of all liabilities of Subsidiary now known to them as of the effective time of transfer and do hereby undertake to pay, satisfy and discharge such portion of such liabilities, including liability for all taxes, interest or penalties that have been assessed or may properly be assessed against the Subsidiary under the Income Tax Act (Canada).

7. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Remainder of page left intentionally blank  
Signature page follows

**IN WITNESS WHEREOF** the parties hereto have properly executed this agreement as of the day and year first above written.

**SIGNED SEALED AND DELIVERED**

in the presence of:

Michael A. Felli  
Witness

**ORNAMENTAL MOULDINGS COMPANY**

Per: James Shovlin  
James Shovlin  
Secretary

Michael A. Felli  
Witness

**AWM ACQUISITIONS CORP.**

Per: James Shovlin  
James Shovlin  
Secretary

Michael A. Felli  
Witness

**FLETCHER WOOD SOLUTIONS, INC.**

Per: James Shovlin  
James Shovlin  
Secretary

**ORNAMENTAL MOULDINGS COMPANY**

**SHAREHOLDER'S RESOLUTION**

Pursuant to the *Companies Act*, the undersigned, being all of the shareholders of the Company, by signing the foot hereof adopt the following resolution and by so doing render the same as valid and effectual as if it had been signed at a meeting of the shareholders duly called and constituted.

**BE IT RESOLVED AS A SPECIAL RESOLUTION** of the Company:

1. THAT the Company be and is hereby authorized to make application to the Registrar of Joint Stock Companies of the Province of Nova Scotia, for acceptance of the surrender of its Certificate of Amalgamation and the fixing of a date upon and from which the Company shall be dissolved in accordance with the provisions of Section 137 of the Companies Act, being Chapter 81 of the Revised Statutes of Nova Scotia, 1989 and amendments thereto;
2. THAT for the purposes of enabling the Company to surrender its charter, the property and assets of the Company be divided and distributed rateably among the shareholders of the Company;
3. THAT the winding up of the affairs of the Company and the distribution of its assets take place effective on July 25, 2020 at 12:01 am;
4. THAT any director or officer of the Company is hereby authorized and directed to do all things and execute all documents, under the corporate seal where required, necessary or desirable to give effect to the foregoing.

DATED: July 24, 2020.

**AWM ACQUISITIONS CORP**

**FLETCHER WOOD SOLUTIONS, INC.**

  
\_\_\_\_\_  
Per: James Shovlin  
Secretary

  
\_\_\_\_\_  
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4. THAT any director or officer of the Company is hereby authorized and directed to do all things and execute all documents, under the corporate seal where required, necessary or desirable to give effect to the foregoing.

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I hereby certify that the attached Resolution is a true copy of a Special Resolution duly passed on July 23, 2020 by being signed by all of the shareholders of the Company, and that the attached Resolution is still in full force and effect.

WITNESS my hand and seal of the Company this 24 day of July, 2020.

*Maureen Boxer*

MAUREEN BOXER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BO6303167  
Qualified in Richmond County  
My Commission Expires 05-12-2022

*James Shovlin*  
\_\_\_\_\_  
Office Name: James Shovlin  
Position Held: Secretary  
ORNAMENTAL MOULDINGS COMPANY

**ORNAMENTAL MOULDINGS COMPANY**

**DIRECTORS' RESOLUTION**

Pursuant to the *Companies Act*, the undersigned, being all of the directors of the Company, by signing the foot hereof, adopt the following resolutions and by so doing render the same as valid and effectual as if they had been passed at a meeting of directors duly called and constituted.

**BE IT RESOLVED:**

1. THAT the agreement made as of July 25, 2020, at 12:01am, for the winding up of the Company between Fletcher Wood Solutions, Inc. and the Company be approved.
2. THAT pursuant to such agreement the Company transfer its assets to Fletcher Wood Solutions, Inc. as of July 25, 2020 at 12:01 am.
3. THAT any officer or director of the Company be and is hereby authorized to do all things and execute all documents, under the corporate seal where required, necessary or desirable to give effect to the foregoing.

DATED: July 24, 2020

\_\_\_\_\_  
Aakash Patel

\_\_\_\_\_  
Charles P. Miller

  
\_\_\_\_\_  
James Shovlin

\_\_\_\_\_  
George Judd



**ORNAMENTAL MOULDINGS COMPANY**

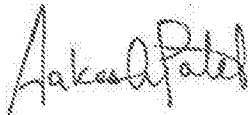
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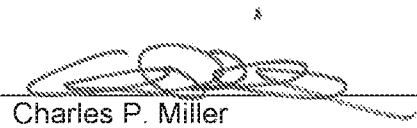
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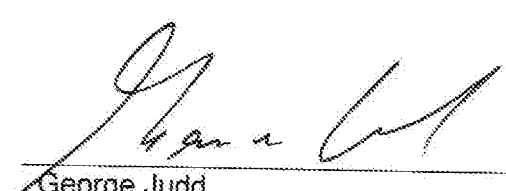
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