

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
W.E. HALL COMPANY, INC.		07/30/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PCPC ACQUISITION SUB, LLC		
<b>Street Address:</b>	471 Old Newport Boulevard		
<b>Internal Address:</b>	Suite 205		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92663		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74146214	P	
<b>Serial Number:</b>	74146359	P PACIFIC CORRUGATED PIPE CO.	
<b>Serial Number:</b>	77017514	STORMTITE	
<b>Serial Number:</b>	87687753	STORMTITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6103718506		
<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>			
<b>Phone:</b>	6099877050		
<b>Email:</b>	ejs@stevenslee.com		
<b>Correspondent Name:</b>	Elliott J. Stein		
<b>Address Line 1:</b>	100 Lenox Drive		
<b>Address Line 2:</b>	Suit 200		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>NAME OF SUBMITTER:</b>	Elliott J. Stein		
<b>SIGNATURE:</b>	/varlawyer/		
<b>DATE SIGNED:</b>	08/02/2021		
<b>Total Attachments: 5</b>			

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## ASSIGNMENT OF U.S. TRADEMARKS

This ASSIGNMENT OF U.S. TRADEMARKS (this "*Assignment*") is dated as of July 30, 2021, by W.E. HALL COMPANY, INC., a California corporation (the "*Assignor*"), and PCFC ACQUISITION SUB, LLC, a Pennsylvania limited liability company (the "*Assignee*").

### BACKGROUND

A. The Assignor is the sole owner of all of the right, title and interest in, to and under all of the registered trademarks set forth on Schedule A attached hereto and incorporated herein by reference (the "*Trademarks*").

B. The Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (together with the Exhibits and Schedules thereto, the "*Purchase Agreement*"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by the Assignor to the Assignee of substantially all of the operating assets of the Assignor, including all trademarks, on the terms and conditions set forth therein. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has agreed to assign, transfer and convey to the Assignee all right, title and interest of the Assignor in, to and under the Trademarks in accordance with the terms and conditions of this Assignment.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree as follows:

1. Incorporation of Background; Purchase Agreement. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1. This Assignment is being executed and delivered by Assignor to Assignee under and pursuant to the Purchase Agreement and is subject to the terms and conditions of the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

2. Assignment. The Assignor hereby assigns, transfers, conveys and sets over unto the Assignee all of the right, title and interest of the Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past

and future infringements thereof, and any of the Assignor's other rights relating thereto (collectively, the "*Rights*").

3. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of the Assignor for reasonable out-of-pocket expenses incurred in connection with the Assignor's compliance with clause (a) of this Section 3), the Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as the Assignee, or its counsel, may reasonably request in order to permit the Assignee to (a) perfect, record and renew the Assignee's ownership rights in the *Rights* or (b) prosecute any infringement thereof, to the extent consistent with Sections 4.15 and 6.2(d) of the Purchase Agreement.

4. Counterparts. This Assignment may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in "portable document format" (.pdf), all of which together shall for all purposes constitute one assignment notwithstanding that all parties have not signed the same counterpart.

5. Successors and Assigns. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

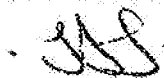
6. Recording. By execution of this Assignment below, Assignor requests that the Commissioner for Trademarks or corresponding agencies in all applicable jurisdictions record Assignee as the assignee and owner of the Trademarks, *Rights*, and registrations therefor.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**W.E. HALL COMPANY, INC.**

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

Name: Timothy J. Leason

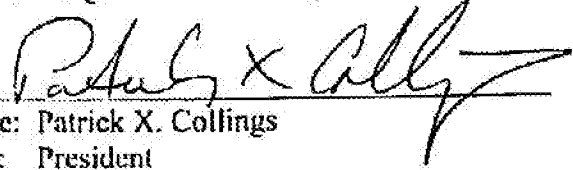
Title: President

*[Signatures Continued on Following Page.]*

*Signature Page to Assignment of U.S. Trademarks*

**ASSIGNEE:**

**PCPC ACQUISITION SUB, LLC**

By:   
Name: Patrick X. Collings  
Title: President

*Signature Page to Assignment of U.S. Trademarks*

**SCHEDULE A**

**Registered Trademarks**

<b>Country</b>	<b>Serial No.</b>	<b>Issue Date</b>	<b>Trademark No.</b>	<b>Status</b>
U.S.	74/146,214	6/23/1992	1,695,759	Registered
U.S.	74/146,359	10/13/1992	1,723,223	Registered
U.S.	77/017,514	4/15/2008	3,412,109	Registered
U.S.	87/687,753	9/25/2018	5,572,093	Registered

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