

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681347

<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>
Innovative Precast Concrete & Supplies, LP		09/30/2021	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Best Block, LLC		
<b>Street Address:</b>	5 Concourse Parkway		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4822468	TERRAGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4046856880		
<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>	404-815-3500		
<b>Email:</b>	lvirts@sgrlaw.com		
<b>Correspondent Name:</b>	Lorna J. Virts, Paralegal		
<b>Address Line 1:</b>	1105 W Peachtree Street NE		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Lorna J. Virts		
<b>SIGNATURE:</b>	/s/Lorna J. Virts		
<b>DATE SIGNED:</b>	10/15/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of September 30, 2021, is made by **INNOVATIVE PRECAST CONCRETE & SUPPLIES, LP D/B/A IPC BUILDING PRODUCTS**, a Texas limited partnership and **READY CONSTRUCTION MATERIALS, LLC D/B/A READY MATERIALS TRANSPORT**, a Texas limited liability company, (collectively, “**Seller**”) located at 10202 Synott Rd., Sugar Land, Texas 77498-1127, in favor of **BEST BLOCK, LLC**, a Georgia limited liability company (“**Buyer**”) located at 5 Concourse Parkway, Suite 1900 Atlanta, Georgia 30328, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated September 30, 2021, (as amended, supplemented or otherwise modified from time to time, the “**Asset Purchase Agreement**”) by and among Seller, **PRO-TECH MANUFACTURING, INC.**, a Texas corporation, **DEHILL, L.L.C.**, a Texas limited liability company and Buyer.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and unregistered trademarks set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for

damages, restitution, and injunctive and other legal and equitable 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement shall govern.

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

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

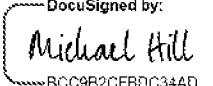
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

INNOVATIVE PRECAST CONCRETE & SUPPLIES, LP D/B/A IPC BUILDING PRODUCTS,  
a Texas limited partnership

READY CONSTRUCTION MATERIALS, LLC D/B/A READY MATERIALS TRANSPORT,  
a Texas limited liability company

By:   
Name: Michael Hill  
Title: President and Chief Executive Officer

By:   
Name: Michael Hill  
Title: President

Address for Notices:  
10202 Synott Rd.  
Sugar Land, Texas 77498-1127

Address for Notices:  
10202 Synott Rd.  
Sugar Land, Texas 77498-1127

**AGREED TO AND ACCEPTED:**

**BUYER:**

BEST BLOCK, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:  
5 Concourse Parkway, Suite 1900  
Atlanta, Georgia 30328  
Attn: Legal

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

INNOVATIVE PRECAST CONCRETE &  
SUPPLIES, LP D/B/A IPC BUILDING  
PRODUCTS,  
a Texas limited partnership

READY CONSTRUCTION MATERIALS,  
LLC D/B/A READY MATERIALS  
TRANSPORT,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Michael Hill  
Title: President and Chief Executive Officer

By: \_\_\_\_\_  
Name: Michael Hill  
Title: President

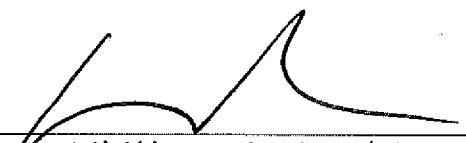
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10202 Synott Rd.  
Sugar Land, Texas 77498-1127

Address for Notices:  
10202 Synott Rd.  
Sugar Land, Texas 77498-1127

**AGREED TO AND ACCEPTED:**

**BUYER:**

BEST BLOCK, LLC,  
a Georgia limited liability company

By:   
Name: William R. Magill  
Title: CEO

Address for Notices:  
5 Concourse Parkway, Suite 1900  
Atlanta, Georgia 30328  
Attn: Legal

**SCHEDULE 1**  
**ASSIGNED PATENTS**

<b>Title</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Issue Date</b>	<b>Patent No.</b>
Erosion Control Block	26-Oct-12	13/661,167	6-Dec-16	9,512,582
System and Apparatus for Repairing a Foundation	1-Jan-13	13/754,368	5-May-15	9,022,694
Pile and System for Repairing a Foundation	12-Jan-21	63/136,479	N/A	N/A

## SCHEDULE 2

### ASSIGNED TRADEMARK REGISTRATIONS

#### Registered Trademark:

Mark: TERRAGUARD

Registration Number: 4822468

Registration Date: September 29, 2015

#### Unregistered Trademarks:

Innovative Building Products – Common law trademark

IPC – Common law trademark

IPC Building Products – Common law trademark

Ready Materials Transport – Common law trademark

Leading the way in Hardscapes and Construction Material – Common law trademark

Common law trademark in following logos:





**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS**

Registration Number VA 2-014-804

Effective date of registration: May 1, 2013

Title of Work: IPC IS LEADING THE WAY IN HARDSCAPES

Nature of Claim: Brochure