

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699434

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900647381

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABBOTSFORD CONCRETE PRODUCTS LTD		07/31/2019	Company: CANADA

RECEIVING PARTY DATA

Name:	OLDCASTLE BUILDING PRODUCTS CANADA, INC.
Street Address:	1000-44 Chipman Hall
City:	Saint John, New Brunswick
State/Country:	CANADA
Postal Code:	E2L4S6
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3483119	A PAVING SYSTEM WE CAN ALL LIVE WITH
Registration Number:	2990495	AQUAFLOW
Registration Number:	2986399	AQUAPAVE
Registration Number:	3151589	AQUASLAB
Registration Number:	5077890	ARISTOKRAT
Registration Number:	4003441	BLACKJACK
Registration Number:	4284315	OLD COUNTRY STONE
Registration Number:	2537025	OLD COUNTRY
Registration Number:	3144275	PACIFIC SLATE

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

Correspondent Name: Yvelisse Cordero

Address Line 1: 900 Ashwood Parkway, Suite 600

Address Line 4: Atlanta, GEORGIA 30338

NAME OF SUBMITTER:	Yvelisse Cordero
SIGNATURE:	/Yvelisse Cordero/
DATE SIGNED:	01/04/2022
Total Attachments: 5 source=Trademark and Domain Name Assignment Abbotsford#page1.tif source=Trademark and Domain Name Assignment Abbotsford#page2.tif source=Trademark and Domain Name Assignment Abbotsford#page3.tif source=Trademark and Domain Name Assignment Abbotsford#page4.tif source=Trademark and Domain Name Assignment Abbotsford#page5.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (the “**Agreement**”) is entered into this 31st day of July, 2019 (the “**Effective Date**”) by and among **ABBOTSFORD CONCRETE PRODUCTS LTD.**, a company under the laws of the Province of British Columbia (“**ACP**”), the full post office address of whose principal office or place of business is 3422 McCallum Road, Abbotsford, British Columbia, Canada V2S 7W8, and **OLDCASTLE BUILDING PRODUCTS CANADA, INC.**, a corporation under the laws of New Brunswick, Canada (“**Purchaser**”), the full post office address of whose principal office or place of business is 1000-44 Chipman Hall, Saint John, New Brunswick, Canada NB E2L4S6. Purchaser and ACP may be collectively referred to as the “**Parties.**”

WHEREAS, ACP has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including registrations therefor, and all the goodwill arising therefrom, as listed in **Schedule 1** (collectively, the “**Trademarks**”);

WHEREAS, ACP is the owner of certain domain names, as listed in **Schedule 2** (the “**Domain Names**”);

WHEREAS, ACP is interested in assigning the Trademarks and the Domain Names to Purchaser;

WHEREAS, Purchaser is desirous of acquiring all right, title, and interest in and to the Trademarks and Domain Names, including the common law rights and goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. ACP hereby irrevocably assigns and transfers to Purchaser, and Purchaser hereby accepts, all right, title and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Purchaser, as fully and effectually as they would have been held by ACP had this assignment not taken place.

2. Purchaser will be entitled to register this Agreement at the relevant intellectual property offices. ACP shall give Purchaser any powers and authorization necessary for this purpose and, at the request of Purchaser or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Purchaser.

3. ACP hereby assigns and transfers to Purchaser, and Purchaser hereby accepts, all right, title and interest in and to the Domain Names, including, but not limited to, all content on the website associated with the Domain Names, any copyrights or other intellectual property or proprietary rights based on or related to the Domain Names, and the right to pursue all causes of action arising out of or related to the rights in and to the Domain Names, whether arising before or after the Effective Date, the same to be held by Purchaser, as fully and effectually as they would have been held by ACP had this assignment not taken place.

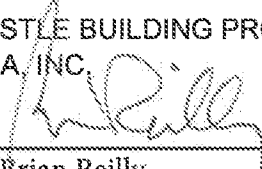
4. After execution and delivery of this Agreement, ACP will execute any paperwork or electronic forms required by the registrar to transfer the Domain Names to Purchaser and shall otherwise cooperate as necessary to transfer the Domain Names.

5. If any term of this Agreement shall be found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms shall constitute their agreement with respect to the subject matter, and all such remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of Delaware without regard to its provisions relating to the conflict of laws. This Agreement constitutes the entire agreement between Purchaser and ACP with respect to the subject matter and shall not be modified, amended, or terminated unless in writing and signed by or on behalf of each of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the Parties, effective as of the Effective Date.

OLDCASTLE BUILDING PRODUCTS
CANADA, INC.


Name: Brian Reilly

Title: Assistant Secretary

Date: July 31, 2019

ABBOTSFORD CONCRETE PRODUCTS
LTD.

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the Parties, effective as of the Effective Date.

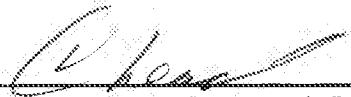
OLDCASTLE BUILDING PRODUCTS
CANADA, INC.

ABBOTSFORD CONCRETE PRODUCTS
LTD.

Name: _____

Title: _____

Date: _____



Name: CHRISTOPHER LEACH

Title: DIRECTOR

Date: July 31, 2019

[Trademark and Domain Name Assignment Agreement (US) - Signature Page]

**SCHEDULE 1
TRADEMARKS**

Trademark	Jurisdiction	Registration No.	Classes / Goods and Services
A PAVING SYSTEM WE CAN ALL LIVE WITH	United States	3483119	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers
AQUAFLOW	United States	2990495	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers
AQUAPAVE	United States	2986399	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers
AQUASLAB	United States	3151589	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers
ARISTOKRAT	United States	5077890	IC 019. US 001 012 033 050. G & S: porcelain interior and exterior architectural cladding
BLACKJACK	United States	4003441	IC 008. US 023 028 044. G & S: manually operated screw jacks to lift, support and level heavy items such as patio or concrete pavers.
OLD COUNTRY STONE	United States	4284316	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers IC 040. US 100 103 106. G&S: custom manufacturing of interlocking pavers for others
OLD COUNTRY	United States	2537025	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers IC 040. US 100 103 106. G&S: custom manufacturing of interlocking pavers for others
PACIFIC SLATE	United States	3144275	IC 019. US 001 012 033 050. G & S: interlocking concrete pavers