OP \$40.00 6031221

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM698783

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|----------------------------|
| Fargo Roofing & Siding, LLC | | 12/30/2021 | Limited Liability Company: |

RECEIVING PARTY DATA

| Name: | KAG Holdings II, LLC | |
|-----------------|--|--|
| Street Address: | Address: 4265 45th St. S Ste. 111-12 | |
| City: | Fargo | |
| State/Country: | e/Country: NORTH DAKOTA | |
| Postal Code: | tal Code: 58104-4309 | |
| Entity Type: | ty Type: Limited Liability Company: NORTH DAKOTA | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 6031221 | FARGO ROOFING & SIDING |

CORRESPONDENCE DATA

Fax Number:

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: 701-293-9911

Email: dmurch@conmylaw.com

Correspondent Name: Douglas Murch

Address Line 1: 406 Main Ave. Ste. 200

Address Line 4: Fargo, NORTH DAKOTA 58103

| NAME OF SUBMITTER: | Douglas Murch |
|--------------------|-----------------|
| SIGNATURE: | /Douglas Murch/ |
| DATE SIGNED: | 12/30/2021 |

Total Attachments: 2

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> TRADEMARK REEL: 007545 FRAME: 0972

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 30th day of December, 2021, by Fargo Roofing & Siding, LLC ("FRS"), for the benefit of KAG Holdings II, LLC ("KAG").

RECITALS

- A. FRS provides an array of roofing and siding services, products, and installation (the "Services") in connection with trademarks, service marks, and trade names, including without limitation the mark "FARGO ROOFING & SIDING" registered on the United States Patent and Trademark Office Supplemental Register as Registration No. 6,031,221 (the "Marks");
- B. FRS claims rights in the Marks by virtue of its use of the Marks in connection with the Services; and
- C. FRS desires to assign, and KAG desires to acquire, FRS's rights in the Marks, together with the goodwill symbolized by the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRS and KAG, each intending to be legally bound, hereby agree as follows:

- 1. FRS does hereby assign, transfer, and set over to KAG its entire right, title, and interest, if any, in and to the Marks, including any renewals and extensions of any registrations, now or hereafter in effect, and all rights of priority thereto. This assignment of the Marks by FRS is for KAG's own use and enjoyment and for the use and enjoyment of KAG's successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by FRS if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for such improper uses.
- 2. FRS hereby covenants and represents that FRS has the full right to convey the entire interest herein assigned, and that FRS has not executed, and will not execute, any agreement in conflict herewith.
- 3. FRS requests the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside of the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record KAG as owner of the Marks, including any variations thereof, for the sole use and enjoyment of KAG, its successors, assigns, or other legal representatives.
- 4. FRS agrees to cooperate with KAG such that KAG may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers that are deemed necessary or desirable by KAG to perfect in KAG the conveyed rights or in order to consummate more effectively the transaction contemplated hereby.

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The terms, covenants, and conditions of this Assignment shall inure to the benefit of KAG, its successors, assigns and/or other legal representatives, and shall be binding on FRS, its successors, and assigns and/or other legal representatives.

IN WITNESS WHEREOF, FRS has caused this Assignment to be executed and delivered by its duly authorized representative, as of the date indicated above.

FARGO ROOFING & SIDING, LLC

By: Michael Wolsky Its: Vice President