

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMAC STRUCTURAL, LLC		12/21/2021	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	SIMPSON STRONG-TIE COMPANY INC.		
Street Address:	5956 W. Las Positas Blvd.		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90299200	SAWTOOTH BEAM	
Serial Number:	90299421	SAWTOOTH GIRDER	
CORRESPONDENCE DATA			
Fax Number:	4154894150		
<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>			
Phone:	4154894100		
Email:	lmiller@vierramagen.com		
Correspondent Name:	VIERRA MAGEN MARCUS LLP		
Address Line 1:	2001 Junipero Serra Blvd., Ste. 515		
Address Line 4:	Daly City, CALIFORNIA 94014		
NAME OF SUBMITTER:	Brian I. Marcus		
SIGNATURE:	/Brian I. Marcus/		
DATE SIGNED:	01/20/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made effective and delivered as of December 21, 2021, by and between Simpson Strong-Tie Company Inc. a California corporation (the "Assignee"), and PMac Structural, LLC, a Wyoming limited liability company (the "Assignor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to execute this Assignment wherein each Assignor will sell, assign, transfer and convey to Assignee all right, title and interest of such Assignor to, in and under all of the Intellectual Property Assets identified in Schedule A hereto (collectively, "Acquired Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of such Assignor' right, title, and interest in and to the Acquired Intellectual Property to the full extent of its ownership and interest therein including any and all goodwill associated therewith.

- **Recordation.** Each Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Acquired Intellectual Property to Assignee, or any assignee or successor thereto.

- **Actions.**

(a) Subject to the limitations set forth in Section 3(c) below, each Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that such Assignor will sign all papers and documents, take all lawful oaths and do all acts reasonably necessary or required to be done for the procurement, maintenance,

enforcement and defense of any Acquired Intellectual Property, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Acquired Intellectual Property is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

(b) Each Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to issue said Acquired Intellectual Property set forth in Schedule A to Assignee, as the assignee of said Acquired Intellectual Property to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

(c) Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Acquired Intellectual Property and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

- Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Agreement shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

- Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignee and Assignors and their respective successors and assigns.

- Governing Law. This Agreement and the legal relations between Assignors and Assignee hereunder shall be governed and construed in accordance with the laws of the State of California, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

- Construction. This Agreement has been negotiated and prepared jointly by all parties hereto, has been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.
- Captions. The captions and section numbers in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- Counterparts. This Agreement may be executed in one or more originals (including by facsimile transmission, scanned pdf, or other electronic means), but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Assignment as of the date first above written.

ASSIGNORS: PMAC STRUCTURAL, LLC

DocuSigned by:
Patrick McManus
By _____
Patrick S. McManus
Manager

ASSIGNEE: SIMPSON STRONG-TIE COMPANY INC.

DocuSigned by:
Brian Magstadt
By _____
Brian Magstadt
Chief Financial Officer

[Signature Page to Intellectual Property Assignment]

Schedule A

PATENTS AND PATENT APPLICATIONS:

1. U.S. Pat. No. 11,028,573
2. U.S. Provisional Pat. Appl. Serial No. 63/199,592
3. U.S. Provisional Pat. Appl. Serial No. 62/962,008
4. U.S. Non-Provisional Application No. 15/929,292;
5. U.S. Non-Provisional Application No. 16/948,580; Publication No. 2021/0222434-A1
6. PCT Application No. PCT/US21/7047; Publication No. WO2021/146758

TRADEMARKS AND SERVICE MARKS:

1. Trademark: Sawtooth Beam, U.S. Application Serial Number: 90299200
2. Trademark: Sawtooth Girder, U.S. Application Serial Number: 90299421

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Common law copyright rights in and to any Seller marketing materials for Sawtooth Serrated Beam.