

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American De Rosa Lamparts, LLC		11/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vianney Industries, LLC		
Street Address:	6250 North River Road, Suite 10-100		
Internal Address:	c/o Wynnchurch Capital		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4721133	CBP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr. 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92104		
ATTORNEY DOCKET NUMBER:	97584.00002		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	02/01/2022		
Total Attachments: 5			
source=Intellectual Property Assignment (EXECUTED)#page1.tif			
source=Intellectual Property Assignment (EXECUTED)#page2.tif			
source=Intellectual Property Assignment (EXECUTED)#page3.tif			
source=Intellectual Property Assignment (EXECUTED)#page4.tif			

CH \$40.00 4721133

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is effective as of November 1, 2021, by and between American De Rosa Lamparts, LLC, a Delaware limited liability company (the "Assignor"), and Vianney Industries, LLC, a Missouri limited liability company (the "Assignee").

This Assignment is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignor, Assignee and the other parties thereto, pursuant to which the Assignor agreed to sell to Assignee and Assignee has agreed to purchase from the Assignor the Purchased Assets, including without limitation: (a) all Intellectual Property (including the trademarks and trade names "CBP" and "Century Brass Plumbing" and all translations, adaptations, derivations and combinations of the foregoing and all logos related to the foregoing, together with all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world), in each case, that is primarily used or primarily held for use in the Business except for the Excluded Assets and (b) all common-law and registered trademarks and trade dress set forth on Schedule A and the goodwill connected with the use of and symbolized thereby, together with all trademark registrations and applications set forth on Schedule A and all issuances, extensions, and renewals thereof, and all portion(s) of the business to which the foregoing pertain, together with all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world) (all of the foregoing, including subsections (a) and (b), and together with the Intellectual Property, collectively, the "Assigned Intellectual Property"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee, and Assignee hereby purchases from the Assignor, all of the Assignor's rights, title, and interests in, to, and under the Assigned Intellectual Property. As of the date hereof, the Assignee shall hold the Assigned Intellectual Property for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Assistance. The Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, the Assignor agrees to cooperate with Assignee to follow Assignee's reasonable instructions in order to fully effectuate the transfer of the registration of the Assigned Intellectual Property in a timely manner. Specifically, the Assignor agrees to correspond with the appropriate Assigned Intellectual Property registrar to authorize and instruct transfer of the Assigned Intellectual Property and to follow the

procedures of, and to enter into, any agreement of the Assigned Intellectual Property registrar to effect such transfer.

3. Miscellaneous. The provisions of Sections 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 8.13 and 8.14 of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

AMERICAN DE ROSA LAMPARTS, LLC, a
Delaware limited liability company

By: 

Name: Michael Giorgi

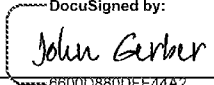
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNEE:

VIANNEY INDUSTRIES, LLC, a Missouri limited liability company

DocuSigned by:

By: 
Name: John Gerber
Its: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]