

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meridian Brick LLC		02/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	General Shale Brick, Inc.		
Street Address:	3015 Bristol Highway		
City:	Johnson City		
State/Country:	TENNESSEE		
Postal Code:	37601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4074134	VERSATHIN	
Registration Number:	5444286	BE BOLD. BE BRICK.	
Registration Number:	5424460		
Registration Number:	5366122	MERIDIAN	
Registration Number:	1383394	US BRICK	
Registration Number:	2402558	17TH CENTURY	
CORRESPONDENCE DATA			
Fax Number:	4129459533		
<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:	412-471-8815		
Email:	Assignments@webblaw.com		
Correspondent Name:	Frederick H. Colen, Registration No. 28,		
Address Line 1:	420 Fort Duquesne Boulevard, Suite 1200		
Address Line 2:	One Gateway Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Frederick H. Colen		
SIGNATURE:	/Frederick H. Colen/		
DATE SIGNED:	02/23/2022		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective October 6, 2021, is made by Meridian Brick LLC, a Delaware limited liability company, with its principal place of business at 200 Mansell Court East, Suite 305, Roswell, GA 30076 USA (herein after "ASSIGNOR"), and delivered to, and in favor of, General Shale Brick, Inc., a Delaware corporation, with its principal place of business at 3015 Bristol Highway, Johnson City, TN 37601 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title and interest in the trademarks and trade names found and described on Schedule A (hereinafter referred to as the "Marks");

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to Assignee, all right, title and interest in and to all Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery the ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

WHEREAS, ASSIGNEE desired to acquire all of ASSIGNOR's right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT**. ASSIGNOR hereby conveys, transfers, assigns, grants, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR's entire right, title and interest in and to the Marks, as set forth on the attached **SCHEDULE A**, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. **OWNERSHIP**. ASSIGNOR represents and warrants that: (a) it is the owner of the entire right, title and interest in and to the Marks; (b) it has the right and authority to assign ownership of the Marks; (c) it has not executed, and will not execute any agreement in conflict herewith.

3. **RECORDATION**. ASSIGNOR authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in

the United States and in relevant jurisdictions outside the United States to record and register this Assignment.

4. **FURTHER ASSURANCES.** From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such other documents and instruments, and shall take, or cause to be taken, all such other actions as are reasonably necessary to vest full title in and to the Marks in ASSIGNEE, and to effectuate the objectives set forth in this Assignment.

5. **AMENDMENTS AND SEVERABILITY.** This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereto, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

6. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon, inure to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.

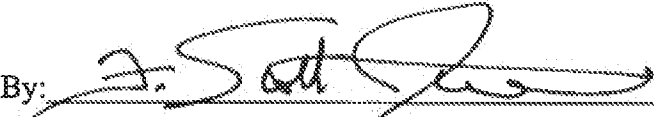
7. **HEADINGS.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

8. **COUNTERPARTS.** This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be duly executed by its authorized representative effective as of the date first above written.

Meridian Brick LLC

By: 
Name: F. Scott Dines
Title: VP Supply Chain
Date: 2-18-2022