

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722978

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARC NATURAL STONE, INC.		04/01/2022	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARCHITECTURAL SURFACES GROUP, LLC		
<b>Street Address:</b>	401 Center Ridge Drive		
<b>Internal Address:</b>	Suite 100, sjarvis@arcsurfaces.com		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78753		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90537235	ADVANTAGE QUARTZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8044206507		
<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>			
<b>Phone:</b>	804-420-6339		
<b>Email:</b>	edavenport@williamsmullen.com		
<b>Correspondent Name:</b>	Janet W. Cho, Williams Mullen		
<b>Address Line 1:</b>	200 South 10th Street		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Janet W. Cho		
<b>SIGNATURE:</b>	/Janet W. Cho/		
<b>DATE SIGNED:</b>	04/21/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Intellectual Property Assignment”) is entered into and effective as of April 1, 2022 (the “Effective Date”) by and between Architectural Surfaces Group, LLC, a Delaware limited liability company (“Buyer”), and Arc Natural Stone, Inc., a Virginia corporation (“Seller”). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller, Maira Guidi Scarpa, an individual resident of the State of Virginia, Marcelo P. Scarpa Filho, an individual resident of the State of Virginia and Henrique D. Guidi, an individual resident of the State of Virginia, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is contemplated by Section 3.02(b) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For true and lawful consideration paid to it by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, the following, free and clear of all Liens other than Permitted Liens: (a) all of Seller’s worldwide right, title and interest in and to the Owned Intellectual Property, including, without limitation, the Owned Intellectual Property set forth on Schedule 1 attached hereto, together with the goodwill of any business carried on in connection with any Company Intellectual Property, (b) the right to file federal, state and foreign applications for registration to secure Buyer’s rights in any Owned Intellectual Property that are unregistered, (c) all claims, demands and rights of action, both statutory and based upon common law that Seller has or might have by reason of any infringement, misappropriation or other violation of Owned Intellectual Property prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in Buyer’s own name, (d) all of Seller’s right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the Owned Intellectual Property including, without limitation, the right to recover for past, present or future infringement, misappropriation or other violation of Owned Intellectual Property and (e) any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Buyer’s Use and Enjoyment. The rights, title and interest assigned under Section 2 shall be for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Intellectual Property Assignment had not been made.

3. Further Assurance.

(a) Seller shall from time to time after the delivery of this Intellectual Property Assignment, at Buyer’s reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Buyer of the Owned Intellectual Property as contemplated under the Purchase Agreement.

(b) Seller hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country, and any applicable Internet domain name registrars, to record Buyer as the owner of the Owned Intellectual Property.

(c) Seller shall, upon the Effective Date, deliver to Buyer copies of the following in Seller's possession or under Seller's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of Owned Intellectual Property, and such files, documents and tangible things constituting, comprising or relating to the assertion, enforcement, scope, validity, or enforceability of the Owned Intellectual Property; and (ii) Seller's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Owned Intellectual Property throughout the world, including the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings.

4. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. This Intellectual Property Assignment hereby incorporates by reference the Purchase Agreement and said Purchase Agreement shall be considered a part of this Intellectual Property Assignment as if fully set forth herein.

5. Representations and Warranties. Each party hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Intellectual Property Assignment.

6. Power of Attorney. Seller hereby appoints Buyer, its successors and assigns, as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Owned Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

7. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.09 (Notices) of the Purchase Agreement.

8. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

9. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Buyer and Seller.

10. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

11. Delivery by Electronic Transmission or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and thereafter delivered by means of electronic transmission or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of electronic transmission or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic transmission or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

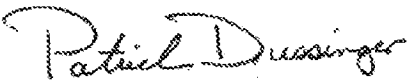
12. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

**BUYER:**

**ARCHITECTURAL SURFACES GROUP,  
LLC**

By: 

Name: Patrick Dussinger

Its: Chief Executive Officer

SELLER:

ARC NATURAL STONE, INC.

DocuSigned by:

By: 

1186FDC4981B48E

Name: Marcelo P. Scarpa Filho

Its: President

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**

**REEL: 007699 FRAME: 0294**

**SCHEDULE 1**

**Owned Intellectual Property**

Domain Names:

<b>Domain</b>	<b>Name Servers</b>	<b>Registrant Name</b>	<b>Domain Creation</b>	<b>Domain Expiration</b>
<b>arcm.com</b>	NS1.LCMTECNOLOGIA.COM.BR NS2.LCMTECNOLOGIA.COM.BR	Arc Natural Stone, Inc.	2/23/2007	2/23/2025

Trademarks:



**ADVANTAGE QUARTZ and design application Serial No. 90/537,235**