

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900686556

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRUXURE OUTDOOR, LLC		04/07/2022	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	CPG INTERNATIONAL LLC
Street Address:	888 North Keyser Avenue
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6014605	STRUXURE OUTDOOR
Registration Number:	6125369	BRING THE INDOORS OUT
Registration Number:	6456828	CABANA X
Registration Number:	6548427	TIMBERX
Serial Number:	90781967	STRUXURE
Serial Number:	90781970	STRUXURE
Serial Number:	88824024	PERGOLAX
Serial Number:	88949525	TRAX
Serial Number:	88216685	STRUXUREPIVOT
Serial Number:	88216688	STRUXUREPIVOT XL
Serial Number:	88216693	STRUXURERETRACT
Serial Number:	88216690	STRUXURESLIDE

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: 19542909937

Email: nward@shb.com

TRADEMARK

Correspondent Name: Natalie A. Ward
Address Line 1: 2555 Grand Blvd.
Address Line 4: Kansas City, MISSOURI 30141

NAME OF SUBMITTER: Natalie A. Ward

SIGNATURE: /Natalie A. Ward/

DATE SIGNED: 08/17/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT

Whereas, **STRUXURE OUTDOOR, LLC**, a company of the State of Georgia, having its principal place of business at 154 Ethan Allen Drive, Dahlonega, Georgia 30533 ("Assignor"), is the sole owner of the trademark registrations and trademark applications listed in **Schedule A** (hereinafter collectively called the "**Trademarks**");

Whereas, Assignee, **CPG INTERNATIONAL LLC**, a company of State of Delaware, having its principal place of business at 888 North Keyser Avenue, Scranton, PA, 18504 ("Assignee"), desires to secure the entire right, title and interest in said Trademarks;

Now, therefore, by good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns all of Assignor's right, title, and interest in and to the following to Assignee:

(a) the Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications, the transfer of such applications accompanies the transfer of Assignor's business, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment below.

ASSIGNOR - STRUXURE OUTDOOR, LLC



4-7-22

By: C. Scott Selzer
Title: President

Date

AGREED TO AND ACCEPTED:

ASSIGNEE - CPG INTERNATIONAL LLC



By: Brian Cooper

Date 4/7/22

Title: General Counsel

SCHEDULE A

- 1) U.S. Reg. No. 6,014,605 for STRUXURE OUTDOOR
- 2) U.S. Reg. No. 6,125,369 for BRING THE INDOORS OUT
- 3) U.S. Reg. No. 6,456,828 for CABANA X
- 4) U.S. Reg. No. 6,548,427 for TIMBERX
- 5) U.S. Serial App. No. 90/781,967 for STRUXURE and Design (**STRUXURE**)
- 6) U.S. Serial App. No. 90/781,970 for STRUXURE
- 7) U.S. Serial App. No. 88/824,024 for PERGOLAX
- 8) U.S. Serial App. No. 88/949,525 for TRAX
- 9) U.S. Serial App. No. 88/216,685 for STRUXUREPIVOT
- 10) U.S. Serial App. No. 88/216,688 for STRUXUREPIVOT XL
- 11) U.S. Serial App. No. 88/216,693 for STRUXURERETRACT
- 12) U.S. Serial App. No. 88/216,690 for STRUXURESLIDE