

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752256

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ownership of U.S. Reg. No. 3,336,663 which was not identified in the assignment document previously recorded on Reel 006198 Frame 0012. Assignor(s) hereby confirms the the document assigned Reg. No. 3,366,663 to THE EMPIRE COMPANY, LLC. but did not assign Reg. No. 3,336,663.		
RESUBMIT DOCUMENT ID:	900700080		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenon Limited		07/07/2017	Limited: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	The Empire Company, LLC		
Street Address:	8181 Logistics Dr.		
City:	Zeeland		
State/Country:	MICHIGAN		
Postal Code:	49464		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3366663	FLETCHER ARMOUR WOOD REAL WOOD DELIVERIN	
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<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:	206-757-8097		
Email:	seatm@dwt.com, cindycaditz@dwt.com, michaelamalone@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	920 Fifth Avenue		
Address Line 4:	Seattle, WASHINGTON 98104-1610		
ATTORNEY DOCKET NUMBER:	119118-32		
NAME OF SUBMITTER:	Cindy L. Caditz		
SIGNATURE:	/Cindy Caditz/		
DATE SIGNED:	08/30/2022		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenon Limited		07/07/2017	Limited: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	The Empire Company, LLC		
Street Address:	8181 Logistics Dr.		
City:	Zeeland		
State/Country:	MICHIGAN		
Postal Code:	49464		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3336663	TROY-BILT BUILT FOR LIFE	
Registration Number:	3392928	FLETCHER WOOD SOLUTIONS	
Registration Number:	3379309	FLETCHER WOOD SOLUTIONS	
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:	joanna.crosby@hklaw.com, thomas.brooke@hklaw.com,ptdocketing@hklaw.com		
Correspondent Name:	Joanna Crosby		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Thomas W. Brooke		
SIGNATURE:	/thomaswbrooke/		
DATE SIGNED:	11/07/2017		
Total Attachments: 6			
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Deed of Assignment of Trade Marks - Empire

TENON LIMITED

TENON HOLDINGS LIMITED

THE EMPIRE COMPANY, LLC

BW EMPIRE HOLDINGS, LLC

FLETCHER BUILDING LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS RIGHTS

Deed 7 July 2017

PARTIES

Tenon Limited ("Assignor")
Tenon Holdings Limited ("THL")
The Empire Company, LLC ("Assignee")
BW Empire Holdings, LLC ("BWEH")
Fletcher Building Limited ("FBL")

INTRODUCTION

- A. The Assignor is the registered proprietor of the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Mark Rights subject to the terms and conditions of this deed.
- C. FBL consents to the assignment.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"**Copyright**" means any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which it has been used;

"**Effective Date**" means the date of signing of this deed by all the parties to this deed;

Empire Business means the wood products manufacturing, processing distribution and marketing business carried on by the Assignee and its wholly owned subsidiaries in North America as at 2 December 2016;

"**Goodwill**" means the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks, but not the whole of the goodwill of the business of the Assignor;

"**Trade Marks Rights**" means the Trade Marks, Copyright and Goodwill; and

"**Trade Marks**" means each of the Trade Marks (including the registration for that Trade Marks) set out in the Schedule.

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor

hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its rights, title and interest in and to the Trade Marks Rights.

- 2.2 **Rights of action:** The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.
- 2.3 **Consent:** FBL hereby consents to the assignment effected by clause 2.1.

3. FURTHER ACTIONS

- 3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:
- (a) record this assignment on any Trade Marks register in Canada or the United States of America;
 - (b) prosecute, maintain, renew, enforce and defend the Trade Marks Rights; or
 - (c) otherwise carry out the purposes and intent of this deed.
- 3.2 FBL undertakes, for the benefit of the Assignee, that it will not object to the use or registration by the Assignee (or any purchaser of the Empire Business from Empire) of any of the Trade Marks in relation to the Empire Business.

4. GENERAL

- 4.1 **Confirmation:** BWEH and the Assignee confirm that this deed fully satisfies any and all obligations of THL under the Agreement relating to the Purchase of Shares in NACS USA, Inc., dated August 29, 2016 between the Assignor, THL, NACS USA, Inc. and BWEH ("SPA") in respect of the assignment of the trademarks containing the name "Fletcher" described in the Disclosure Letter comprising Appendix B of the SPA.
- 4.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 4.3 **Counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
 - (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 4.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably

waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED on behalf of TENON LIMITED by:

Signature of Authorised Signatory

Name of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Witness to
Name John Eric Spence
Address Auckland
Occupation Self employed

Witness to both signatures: Paul Gillard

Name:

Address:

Occupation:

TENON HOLDINGS LIMITED by

Director

Print Name

Director

Print Name

SIGNED on behalf of THE EMPIRE COMPANY, LLC by:

Signature of Authorised Signatory

Charles P. Miller
Name of Authorised Signatory

Secretary

SIGNED on behalf of FLETCHER BUILDING
LIMITED by:



Signature of Authorised Signatory

Charles Bolt

Name of Authorised Signatory

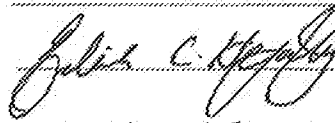


Signature of Authorised Signatory

Bevan John McKenzie

Name of Authorised Signatory

Witness to both signatures:



Name:

EILISH HEALEY

Address:

AUCKLAND

Occupation:

CORPORATE LEGAL OFFICER

SIGNED on behalf of BW EMPIRE HOLDINGS
LLC by:



Signature of Authorised Signatory

Charles P. Miller

Name of Authorised Signatory

Secretary

SCHEDULE

Trademark	Registration / Application No.	Country
•FLETCHER• WOOD SOLUTIONS	TM4677,259	Canada
•FLETCHER• ARMOUR WOOD	TM4780,808	Canada
FLETCHER WOOD SOLUTIONS	TM4677,259	Canada
•FLETCHER• ARMOUR WOOD	3388653	United States
FLETCHER WOOD SOLUTIONS	3382828	United States
•FLETCHER• WOOD SOLUTIONS	3378309	United States