

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXXIS LLC		04/29/2022	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	PrimeSource Building Products, Inc.		
Street Address:	1321 Greenway Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3909099	COMPLETE	
Registration Number:	3830945	KLINCH-PAK	
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>			
Phone:	5127704223		
Email:	dwtrademarks@dickinson-wright.com		
Correspondent Name:	Alison D. Frey		
Address Line 1:	1825 Eye Street NW, Suite 900		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	75718-502 & 503		
NAME OF SUBMITTER:	Allysa Romanini		
SIGNATURE:	/Allysa Romanini/		
DATE SIGNED:	08/17/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of April 29, 2022, is made by Axxis, LLC, an Alabama limited liability company (“**Seller**”), in favor of PrimeSource Building Products, Inc., a Delaware corporation (“**Buyer**”), located at 1321 Greenway Drive, Irving, TX 75038, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of April 29, 2022, by and among Buyer, Seller and the other parties thereto (the “**Purchase Agreement**”). Capitalized terms used in this IP Assignment but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, among other assets, certain Intellectual Property Assets (as defined in the Purchase Agreement) of Seller, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in, to the Intellectual Property Assets, including the following Intellectual Property (the “**Assigned IP**”):

(a) the trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, transliterations, and combinations of the foregoing) and other identifiers of source of a like nature, whether registered or owned under common law, including all social media accounts, usernames and other digital identifiers, together with all goodwill associated with each of the foregoing, set forth on Schedule 1 hereto;

(b) the domain name registrations, uniform resource locators and other names and locators associated with the Internet set forth on Schedule 2 hereto;

(c) all registrations and applications of any of the foregoing and any renewals or extensions thereof;

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

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Seller 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 IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by 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 IP Assignment.

6. Headings. The section headings contained in this IP Assignment are for reference only and shall not affect the meaning or interpretation of this IP Assignment.

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

8. Governing Law. This IP 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 IP 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 Intentionally Left Blank; Signature Pages Follow)

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

SELLER:

AXXIS, LLC

DocuSigned by:

By: Carl A. Schneider

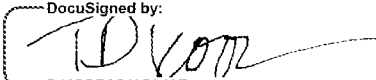
Name: Carl A. Schneider

Title: Manager

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

BUYER:

PRIMESOURCE BUILDING PRODUCTS, INC.

DocuSigned by:

By: _____
Name: Tom Koos
Title: Chief Executive Officer

SCHEDULE 1

TRADEMARKS

Serial Number	Registration Number	Mark
77871378	3909099	COMPLETE
77870351	3830945	KLINCH-PAK

SCHEDULE 2

DOMAIN NAMES

- axxisus.com