

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oldcastle BuildingEnvelope, Inc.		04/20/2022	Corporation: DELAWARE
C.R. Laurence Co., Inc.		04/20/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CRH Americas Product, Inc.		
Street Address:	900 Ashwood Parkway		
Internal Address:	Suite 600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4238055	OLDCASTLE BUILDINGENVELOPE	
Registration Number:	4954132	OLDCASTLE BUILDINGENVELOPE	
Serial Number:	90136555	CRL	
CORRESPONDENCE DATA			
Fax Number:	8663989915		
<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:	7708565536		
Email:	yvelisse.cordero@crh.com		
Correspondent Name:	CRH Americas Law Group		
Address Line 1:	900 Ashwood Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Atlanta, GEORGIA 30338		
NAME OF SUBMITTER:	Yvelisse Cordero		
SIGNATURE:	/Yvelisse Cordero/		
DATE SIGNED:	11/02/2022		
Total Attachments: 5			

OP \$90.00 4238055

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (the “Agreement”), dated as of April 20, 2022 (the “Effective Date”), is entered into by and among CRH Americas Products, Inc., a Delaware corporation (“Assignee”), Oldcastle BuildingEnvelope, Inc., a Delaware corporation (“OBE”), and C.R. Laurence Co., Inc., a California corporation (“CRL”, and together with OBE, “Assignors”). Assignee and Assignors may be collectively referred to as the “*Parties*.”

WHEREAS, Assignors have adopted and used and own rights in certain trademarks and trade names, as listed in Schedule 1 (collectively, the “*Trademarks*”);

WHEREAS, Assignors have obtained registrations for certain of the Trademarks, as listed in Schedule 1 (collectively, the “*Registrations*”);

WHEREAS, OBE has registered the domain names listed in Schedule 2 (the “*Domain Names*”); and

WHEREAS, Assignee hereby agrees to purchase and acquire from the Assignors, and the Assignors hereby agree to sell, assign, transfer, convey and deliver to the Assignee, all of the Assignors’ rights, titles, claims and interest in, to and under the Trademarks, Registrations, Domain Names, and, all other rights, titles, claims and interest Assignors may now have or ever have had, if any, in and to marks consisting of or incorporating the term OLDCASTLE, the Castle Logo (as identified on Schedule 1), the CRH Logo (as identified on Schedule 1), or the “A CRH COMPANY” tagline, including all rights at common law, all goodwill associated with the foregoing and together with all causes of action for past infringement.

NOW THEREFORE, in consideration of the sum of Ten U.S. Dollars (\$10.00) paid by the Assignee to the Assignors, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignors hereby irrevocably sell, convey, assign, transfer and deliver to Assignee, and Assignee hereby purchases, assumes and accepts, all rights, titles, claims and interest in and to the Trademarks and Registrations, as well as all other rights, titles, claims and interest Assignors may now have or ever have had, if any, in and to marks consisting of or incorporating the term OLDCASTLE, the Castle Logo, the CRH Logo, or the “A CRH COMPANY” tagline (collectively, the “Assigned Trademarks”), and including, without limitation all of Assignors’ rights, titles, claims and interest in and to the following:

- a) all issuances, extensions, renewals of the Assigned Trademarks, together with the goodwill of the business associated with the use of, and symbolized by, the Assigned Trademarks,
- b) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, any rights of priority and common law rights 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,
- d) any and all claims and causes of action with respect to the Assigned Trademarks and 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, and
- e) the same to be held by Assignee, as fully and effectually as they would have been held by Assignors had this assignment not taken place.

2. OBE hereby sells, conveys, assigns, transfers and delivers to the Assignee, and Assignee hereby purchases, assumes and accepts from OBE, all of OBE's right, title and interest in, to and under the Domain Names, including without limitation, (a) all related domain name registry agreements, (b) the right, if any, to register, prosecute, maintain and defend the Domain Names before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Domain Names, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of OBE in all matters related thereto. OBE shall, without Assignee's further consideration, take all reasonable actions as may be required by the current registrars of the Domain Names and any registrar designated by Assignee (if different from the current registrars) to transfer the Domain Names to Assignee.

3. Assignee will be entitled to register this Agreement at the relevant intellectual property offices. Assignors hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignors' right, title and interest in and to the Assigned Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. Assignors shall give Assignee any powers and authorization necessary for this purpose and, at the request of Assignee or its designee, shall execute any further documents, certificates, agreements and other writings and take such other actions as may reasonably be necessary in order to consummate, evidence or implement expeditiously the transactions contemplated by this Agreement. The expenses of such registrations and additional documents will be borne by Assignee. OBE shall complete, execute and submit any paperwork or electronic forms required by the registrar to transfer the Domain Names to Assignee and shall otherwise cooperate with Assignee as reasonably necessary to transfer the Domain Names.

4. If any term of this Agreement shall be found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms shall constitute their agreement with respect to the subject matter, and all such remaining terms shall remain in full force and effect.

5. This Agreement shall be governed by and construed under the laws of Delaware without regard to its provisions relating to the conflict of laws.

6. This Agreement shall not be modified, amended, or terminated unless in writing and signed by or on behalf of each of the Parties.

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

8. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

9. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

OLDCASTLE BUILDINGENVELOPE, INC.

DocuSigned by:
By: Michael Deaton
Name: Michael Deaton
Title: Assistant Secretary

C.R. LAURENCE CO., INC.

DocuSigned by:
By: Michael Deaton
Name: Michael Deaton
Title: Assistant Secretary

CRH AMERICAS PRODUCTS, INC.

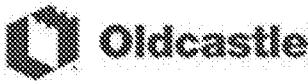
DocuSigned by:
By: Tim George
Name: Tim George
Title: Assistant Secretary

SCHEDULE 1 TRADEMARKS

OBE Trademarks:

Mark	Jurisdiction	Reg. No.	Issue Date	Assignor
OLDCASTLE BUILDINGENVELOPE	US	4238055	Nov. 6, 2012	Oldcastle Building Envelope, Inc.
OLDCASTLE BUILDINGENVELOPE	US	4954132	May 10, 2016	Oldcastle Building Envelope, Inc.

The Oldcastle “castle” logo, whether used in isolation or together with the word Oldcastle, whether in black or green, including the following:



OLDCASTLE
BUILDINGENVELOPE

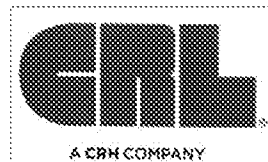
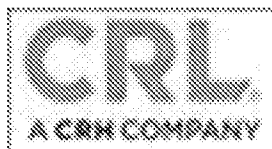
(collectively, the “Castle Logo”).

CRL Trademarks:

The name “CRH”, typically used in the phrase “A CRH Company”, including, without limitation, the following:

Mark	Jurisdiction	Reg./App. No.	Issue/App. Date	Assignor
CRL A CRH COMPANY	Australia	2124715	Sep. 30, 2020	C.R. Laurence Co., Inc.
CRL A CRH COMPANY	Canada	2054521	Sep 29, 2020	C.R. Laurence Co., Inc.
CRL A CRH COMPANY	EUIPO	18345085	Nov 26, 2020	C.R. Laurence Co., Inc.
CRL A CRH COMPANY	UK	UK00003687137	Aug 27, 2021	C.R. Laurence Co., Inc.
CRL A CRH COMPANY	Vietnam	4-0392921-000	Jul 15, 2021	C.R. Laurence Co., Inc.
CRL A CRH COMPANY	Vietnam	4-0361562-000	Aug 31, 2020	C.R. Laurence Co., Inc.
CRL A CRH COMPANY	US	90136555	Aug 25, 2020	C.R. Laurence Co., Inc.

The “CRH” logo, typically used in the phrase “A CRH Company”, including the following:



(collectively, the “CRH Logo”).