

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARLISLE CONSTRUCTION MATERIALS, LLC		01/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTH WEST RUBBER USA INC.		
Street Address:	33850 Industrial Avenue		
City:	Abbotsford, BC		
State/Country:	CANADA		
Postal Code:	V2S 7T9		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6098891	ULTIMATE RB	
Registration Number:	6098890	ULTIMATE RB	
Registration Number:	6029153	ULTIMATE-TOUGH	
Registration Number:	6013764	ZIP-TILE	
Registration Number:	6109617	ULTIMATE-DESIGN	
Registration Number:	6165994	TRU-LOCK	
Registration Number:	6521429	TRU-COLOR	
Registration Number:	6230458	ULTIMATE-BOND	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	T309237-44.US01 499422-10		

OP \$215.00 6098891

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	03/23/2023
Total Attachments: 3 source=Trademark Assignment - Carlisle Construction Materials LLC (final compiled)#page1.tif source=Trademark Assignment - Carlisle Construction Materials LLC (final compiled)#page2.tif source=Trademark Assignment - Carlisle Construction Materials LLC (final compiled)#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement is effective January 31, 2023, and is between Carlisle Construction Materials, LLC, a Delaware limited liability company ("Assignor"), and North West Rubber USA Inc., a Delaware corporation, with an address at 33850 Industrial Avenue, Abbotsford, BC, Canada V2S 7T9 ("Assignee").

Assignor is the owner of those certain trademarks represented by the trademark registrations and trademark applications more fully described in Schedule A (the "Marks").

An affiliate of Assignor and Assignee have executed an Asset Purchase Agreement, dated January 5, 2023 (the "Asset Purchase Agreement").

Pursuant to the terms of the Asset Purchase Agreement, the affiliate of Assignor agreed to cause Assignor to Assignee all of Assignor's right, title and interest in the Marks and all goodwill associated with the marks.

The parties therefore agree as follows:

For the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Marks as they exist anywhere in the world, along with all goodwill associated with the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.


Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this assignment agreement and establish Assignee's rights in the Marks.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

Each party has signed this assignment agreement effective on the date stated in the introductory clause.

CARLISLE CONSTRUCTION
MATERIALS, LLC
(ASSIGNOR)

NORTH WEST RUBBER USA INC.
(ASSIGNEE)

By: 
Name: Kelly P. Kamienski
Date: January 31, 2023

By: _____
Name: _____
Date: _____

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement is effective January 31, 2023, and is between Carlisle Construction Materials, LLC, a Delaware limited liability company ("Assignor"), and North West Rubber USA Inc., a Delaware corporation, with an address at 33850 Industrial Avenue, Abbotsford, BC, Canada V2S 7T9 ("Assignee").

Assignor is the owner of those certain trademarks represented by the trademark registrations and trademark applications more fully described in Schedule A (the "Marks").

An affiliate of Assignor and Assignee have executed an Asset Purchase Agreement, dated January 5, 2023 (the "Asset Purchase Agreement").

Pursuant to the terms of the Asset Purchase Agreement, the affiliate of Assignor agreed to cause Assignor to Assignee all of Assignor's right, title and interest in the Marks and all goodwill associated with the marks.

The parties therefore agree as follows:

For the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Marks as they exist anywhere in the world, along with all goodwill associated with the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.

Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this assignment agreement and establish Assignee's rights in the Marks.

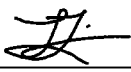
At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

Each party has signed this assignment agreement effective on the date stated in the introductory clause.

CARLISLE CONSTRUCTION
MATERIALS, LLC
(ASSIGNOR)

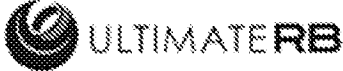
NORTH WEST RUBBER USA INC.
(ASSIGNEE)

By: _____
Name:
Date:

By:  _____
Name: Leighton Friesen
Date: January 31, 2023

SCHEDULE A

LIVE TRADEMARKS

Trademark	Country	Application No.	Registration No.
 ULTIMATE RB	United States	88/442,066	6,098,891
ULTIMATE RB	United States	88/441,997	6,098,890
ULTIMATE-TOUGH	United States	88/632,058	6,029,153
ZIP-TILE	United States	88/632,064	6,013,764
ULTIMATE-DESIGN	United States	88/632,050	6,109,617
TRU-LOCK	United States	88/977,236	6,165,994
TRU-COLOR	United States	88/663,557	6,521,429
ULTIMATE-BOND	United States	88/855,954	6,230,458

ABANDONED AND/OR CANCELLED TRADEMARKS

Trademark	Country	Application No.	Registration No.
RB SILENT-TREAD	United States	86/269,849	4,656,033