

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818583

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|---|--|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| R & B LEASING, LLC | | 06/19/2023 | Limited Liability Company: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Soil-Nail Holdings, LLC | | |
| Street Address: | 4475 E 74th Ave, Suite 100 | | |
| City: | Commerce City | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3599864 | BIOWALL | |
| Registration Number: | 5749766 | GCS | |
| Registration Number: | 3691782 | GSI | |
| Registration Number: | 5191463 | GSI | |
| Registration Number: | 5141990 | GSIABUTMENTS | |
| Registration Number: | 5141996 | GSIBRIDGE | |
| Registration Number: | 5439430 | RAILJET | |
| Registration Number: | 5238476 | SUPERNAIL | |
| Registration Number: | 6269526 | GEOSTABILIZATION | |
| Registration Number: | 5767564 | GEOSTABILIZATION INTERNATIONAL | |
| 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: | 3034021600 | | |
| Email: | docketing@bhgrlaw.com | | |
| Correspondent Name: | BERG HILL GREENLEAF RUSCITTI LLP | | |
| Address Line 1: | 1712 PEARL STREET | | |
| Address Line 4: | BOULDER, COLORADO 80302 | | |

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|---|--------------------|
| NAME OF SUBMITTER: | Brent P. Johnson |
| SIGNATURE: | /Brent P. Johnson/ |
| DATE SIGNED: | 06/20/2023 |
| Total Attachments: 2 source=TM Assignment LWK Execkuted 6.19.23#page1.tif source=TM Assignment LWK Execkuted 6.19.23#page2.tif | |

TRADEMARK ASSIGNMENT

This Assignment is made by and between:

R & B LEASING, LLC, a Limited Liability Company organized and existing under the laws of the State of Colorado, located at 4475 E 74th Ave, Suite 100, Commerce City, CO 80022 (The "Assignor"); and

Soil-Nail Holdings, LLC, a Limited Liability Company organized and existing under the laws of the State of Delaware, located at 4475 E 74th Ave, Suite 100, Commerce City, CO 80022 (the "Assignee").

WHEREAS the Assignor is the proprietor and owner of the trademarks in the US listed below (the "US Trademarks").

| <u>Trademark</u> | <u>Country</u> | <u>Class</u> | <u>Reg. No.</u> |
|-----------------------------------|-----------------------|---------------------|------------------------|
| BIOWALL | US | 37 | 3,599,864 |
| GCS | US | 37 | 5,749,766 |
| GSI | US | 42 | 3,691,782 |
| GSI & Design | US | 42 | 5,191,463 |
| GSIABUTMENTS | US | 42 | 5,141,990 |
| GSIBRIDGE | US | 42 | 5,141,996 |
| RAILJET | US | 37 | 5,439,430 |
| SUPERNAIL | US | 37 | 5,238,476 |
| GEOSTABILIZATION | US | 42 | 6,269,526 |
| GEOSTABILIZATION INTERNATIONAL | US | 42 | 5,767,564 |

WHEREAS the Assignor is also the proprietor and owner of the trademark in Australia for RAILJET, Australian Reg. No. 1981416.

WHEREAS the Assignor is also the proprietor and owner of the trademark in the state of Colorado for GEOSTABILIZATION, Colorado Reg. No. 20081087600.

WHEREAS the US Trademarks, the Australian trademark and the Colorado state trademark are hereinafter collectively referred to as the "R & B Leasing Trademarks".

WHEREAS the Assignee desires to acquire from the Assignor the R & B Leasing Trademarks in accordance with the terms and conditions of this Assignment.

1. For and in consideration of the sum of ten dollars and other good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the R & B Leasing Trademarks.
2. This Assignment to the Assignee includes all of the good-will of the business of the Assignor that is associated with the R & B Leasing Trademarks.
3. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the R & B Leasing Trademarks.
4. The R & B Leasing Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the R & B Leasing Trademarks, own registrations or pending applications for registration of the R & B Leasing Trademarks and there are no pending cases before the court or national authorities, which may adversely affect the R & B Leasing Trademarks. The Assignor does not take any further guarantee.
5. The Assignor shall furnish the Assignee with all necessary information on and in connection with the R & B Leasing Trademarks, which may be required to perfect title in the R & B Leasing Trademarks in the Assignee.
6. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment on this 19th day of June, in the year of 2023.

For and on behalf of the Assignor

R & B LEASING, LLC

Signature:  _____

By: Lloyd Kuehn

Title: Chief Administrative Officer

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