# CH \$240.00 3042

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM823742

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 Wide Plank Floors, Inc.		05/31/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	CWPF, Inc.	
Street Address:	11614 Bee Cave Road, Suite 220	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78738	
Entity Type:	Corporation: TEXAS	

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark	
Registration Number:	3042503	CARLISLE WIDE PLANK FLOORS	
Registration Number:	3753736	CARLISLE WIDE PLANK FLOORS	
Registration Number:	3753735	CARLISLE	
Registration Number:	4245583	CWPF	
Registration Number:	4253393	CWPF CARLISLE WIDE PLANK FLOORS	
Registration Number:	5779711	CARLISLE	
Serial Number:	97669266	FOREST TO FLOOR	
Serial Number:	97669274	VISION BUILDER PROGRAM	
Serial Number:	97669283	A STORY WORTH BUILDING ON	

### **CORRESPONDENCE DATA**

**Fax Number:** 6173459020

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.

**Phone:** 617-345-9000

Email: tmdocket@hinckleyallen.com
Correspondent Name: Alexander P. Montgomery
Address Line 1: 28 State Street, 30th Floor

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 058669-0132970

NAME OF SUBMITTER:	Alexander P. Montgomery	
SIGNATURE:	/Alexander P. Montgomery/	
DATE SIGNED:	07/12/2023	
Total Attachments: 8		
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#### CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "<u>Assignment</u>"), entered into as of the dates set forth in the signature lines below to be effective as of May 31, 2023, is between **CARLISLE WIDE PLANK FLOORS, INC.**, a Delaware corporation (the "<u>Assignor</u>"), and **CWPF, INC.**, a Texas corporation, having a business address of 11614 Bee Cave Road, Ste. 220, Austin TX 78738 (the "<u>Assignee</u>").

**WHEREAS**, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated May 31, 2023 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor and Assignee executed an Assignment of Intellectual Property Agreement dated May 31, 2023 (the "Assignment Agreement") whereby Assignor and Assignee confirmed Assignor's assignment of certain Intellectual Property Assets, including the trademarks and trademark registrations listed in Schedule A (collectively, the "Trademarks"), to Assignee by way of the Purchase Agreement; and

**WHEREAS**, the parties wish to enter into this Assignment the purposes of recording this Assignment with the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdictions, to reflect the assignment of the Trademarks to Assignee.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>Assignment.</u> Assignor hereby confirms that, subject to the terms and conditions of the Purchase Agreement and Assignment Agreement, Assignor sold, conveyed, transferred, assigned, and delivered to Assignee all Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks. Assignor confirms that, with respect to the United States intent-to-use trademark applications set forth on <u>Schedule A</u> hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademarks pertain, and that business is ongoing and existing.
- 2. <u>Recordation</u>. Assignor 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 Assignment upon request by Assignee.
- 3. Terms of the Agreements. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement and Assignment Agreement, to which reference is made for a further statement of the rights and obligations of the Assignee and the Assignor with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement and Assignment 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 either Purchase Agreement or Assignment Agreement and the terms hereof, the terms of the Purchase Agreement or Assignment Agreement shall govern, as applicable.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, 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 Assignment.

5. <u>Governing Law.</u> This 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 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).

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the dates set forth in the signature lines below to be effective as of the date first set forth above.

ASSIGNOR:

CARLISLE WIDE PLANK FLOORS, INC.

By:	Curis Sy Name: Christian Sy Title: President
Date:	7/6/2023
	GNEE: F, INC.
By:	Docusigned by:  Jim Keyes  E6F81FE7048442C  Name: Tim Keyes  Title: President
r.,	7/6/2023

# SCHEDULE A

# UNITED STATES

Mark	Application/ Registration No.	Filing/Registration Date
CARLISLE WIDE PLANK FLOORS	3,042,503	10-Jan-2006
CARLISLE WIDE PLANK FLOORS	3,753,736	02-Mar-2010
(and Design)		
CARLISLE	3,753,735	02-Mar-2010
CWPF (and Design)	4,245,583	20-Nov-2012
CWPF CARLISLE WIDE PLANK	4,253,393	04-Dec-2012
FLOORS (and Design)		
CARLISLE (Stylized)	5,779,711	18-Jun-2019
FOREST TO FLOOR	97/669,266	09-Nov-2022
VISION BUILDING PROGRAM	97/669,274	09-Nov-2022
A STORY WORTH BUILDING ON	97/669,283	09-Nov-2022

# AUSTRALIA

Mark	Registration No.	Registration Date
CWPF CARLISLE WIDE	1554172	30-Oct-2013
PLANK FLOORS (and		
Design)		

## **CANADA**

Mark	Registration No.	Registration Date
CWPF (and Design)	TMA-873,768	19-Mar-2014
CWPF (and Design)	TMA-873,754	19-Mar-2014

# **EUROPEAN UNION**

Mark	Registration No.	Registration Date
CWPF (and Design)	011232295	13-Feb-2013
CWPF (and Design)	010552685	08-Jun-2012
CWPF (and Design)	010552644	08-Jun-2012
CWPF CARLISLE WIDE PLANK	010552719	08-Jun-2012
FLOORS (and Design)		

## UNITED KINGDOM

Mark	Registration No.	Registration Date
CWPF (and Design)	UK00911232295	13-Feb-2013
CWPF (and Design)	UK00910552685	08-Jun-2012
CWPF (and Design)	UK00910552644	08-Jun-2012
CWPF CARLISLE WIDE	UK00910552719	08-Jun-2012
PLANK FLOORS (and		
Design)		

TRADEMARK REEL: 008142 FRAME: 0021

**RECORDED: 07/12/2023**