

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Samson (as Chapter 7 Trustee)		09/19/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	NCI Group, Inc.		
Street Address:	1558 Amsterdam Road		
City:	Belgrade		
State/Country:	MONTANA		
Postal Code:	59714		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3999512	ULTRA BATTEN	
Registration Number:	3938535	BS BRIDGERSTEEL	
Registration Number:	3938534	BS BRIDGERSTEEL	
Registration Number:	3948443	TRUTEN	
Registration Number:	3948442	CREATE LASTING BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	10/10/2023		
Total Attachments: 4			
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EXHIBIT D**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**IP Assignment**”) is dated as of September 19, 2023 (the “**Effective Date**”), by and between NCI Group, Inc., a Nevada corporation (the “**Assignee**”), and Richard J. Samson, as Chapter 7 trustee in the Bankruptcy Case (the “**Assignor**”). All capitalized terms used herein but not otherwise defined in the body hereof shall have the respective meanings ascribed to them in the Purchase Agreement (as such term is defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 16, 2023 (the “**Purchase Agreement**”), by and between the Assignee and the Assignor, the Assignor has agreed to, among other things, sell, convey, transfer, assign, and deliver to the Assignee certain intellectual property assets which are described in **Exhibits A** and **A-2** of the Purchase Agreement (to the extent such assets, properties and rights are not Excluded Assets) (the “**Intangible Acquired Assets**”), including without limitation the registered Intangible Acquired Assets specified on **Schedule A** hereto (collectively, the “**Assigned IP**”); and

WHEREAS, this IP Assignment is being executed and delivered by the parties hereto in connection with the Purchase Agreement pursuant to **Section 4** and **Section 11.2** thereof.

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

1. **Assignment.** The Assignor hereby, sells, conveys, transfers, assigns, and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s rights, titles and interests in, to, and under the Assigned IP, including, without limitation, all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Assigned IP (to the extent such properties and rights are not Excluded Assets), the same to be held and fully enjoyed by the Assignee, its successors, assigns, and other legal representatives.

2. **Further Assurances.** The Assignor shall execute and deliver such instruments and documents, and take such further actions, at no material cost to the Assignor, as may be reasonably necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of any domain names specified on **Schedule A** hereto in accordance with the domain name transfer procedures of any applicable domain name registration authority or registrar.

3. **Recordation.** The Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America, and any other applicable governmental authority or domain name registration authority or registrar, issue or transfer the trademarks and domain names (as applicable) specified on **Schedule A** to the Assignee, as assignee of all goodwill and the entire right, title and interest therein or otherwise as the Assignee may direct. The Assignee shall have

the right to record this IP Assignment with all applicable governmental authorities and domain name registration authority or registrar so as to perfect its ownership of the Assigned IP.

4. Terms of Purchase Agreement. The scope, nature, and extent of the Assigned IP is expressly set forth in the Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. The Assignee hereby acknowledges and agrees that the Assignor makes no representation or warranty, express or implied, with respect to the Assigned IP, except as expressly set forth in the Purchase Agreement, and that the Assignee is not relying on any such representation or warranty that is not set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement will govern.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, legal representatives and permitted assigns.

6. Governing Law. This IP Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Montana without application of choice of law or conflicts of law principles.

7. No Third-Party Beneficiaries. Nothing expressed or referred to in this IP Assignment will be construed to give any person or entity other than the parties to this IP Assignment any legal or equitable right, remedy, or claim under or with respect to this IP Assignment or any provision of this IP Assignment. This IP Assignment and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this IP Assignment and their permitted successors and assigns.

8. Counterparts; Electronic Copy. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This IP Assignment may be executed in facsimile copy or by other electronic means (including DocuSign) with the same binding effect as the original.

9. Amendments. This IP Assignment may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by the parties hereto.

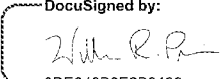
The "Miscellaneous" provisions set forth in Section 16 of the Purchase Agreement are hereby incorporated and made a part hereof, *mutatis mutandis*.

[Signature Page Follows]

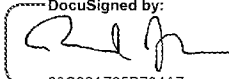
IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

NCI Group, Inc.

DocuSigned by:

By: 0DE940B9E2B2406...
Name: William Price
Title: Vice President

ASSIGNOR:

DocuSigned by:

80C06A725B704A7
Richard J. Samson, Chapter 7 Trustee

[Signature Page to IP Assignment]

Schedule A
Assigned IP

Registered Trademarks:

Mark	Country	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
ULTRA BATTEN	United States of America	Registered	85054464 Jun 3, 2010	3999512 July 19, 2011	Bridger Steel, Inc.	06 Integral batten standing seam panel made of steel and used for construction purposes.	Sec 8/9 Renewal Deadline Jul 19, 2031
BS BRIDGERSTEEL	United States of America	Registered	77774048 Jul 3, 2009	3938535 Mar 29, 2011	Bridger Steel, Inc.	06 Cold rolled steel for use in construction; metal roofing; metal siding.	Sec 8/9 Renewal Deadline Mar 29, 2031
BS BRIDGERSTEEL	United States of America	Registered	77774047 Jul 3, 2009	3938534 Mar 29, 2011	Bridger Steel, Inc.	06 Cold rolled steel for use in construction; metal roofing; metal siding.	Sec 8/9 Renewal Deadline Mar 29, 2031
TRUTEN	United States of America	Registered	77761400 Jun 16, 2009	3948443 Apr 19, 2011	Bridger Steel, Inc.	06 Cold rolled steel for use in construction; metal roofing; metal siding.	Sec 8/9 Renewal Deadline Apr 19, 2031
CREATE LASTING BEAUTY	United States of America	Registered	77761391 Jun 16, 2009	3948442 Apr 19, 2011	Bridger Steel, Inc.	06 Cold rolled steel for use in construction; metal roofing; metal siding.	Sec 8/9 Renewal Deadline Apr 19, 2031

Registered Domain Names:

Domain Name	Status
BRIDGERSTEEL.COM	Active