

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM847794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/17/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNIMAX INTERNATIONAL, INC.		08/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OMNIMAX INTERNATIONAL, LLC		
Street Address:	30 TECHNOLOGY PARKWAY SOUTH, SUITE 600		
City:	PEACHTREE CORNERS		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5307942	OMNIMAX	
Registration Number:	5342796	AMERIMAX	
Registration Number:	4428915	FLEX-A-SPOUT	
Registration Number:	4576706	TITAN 3000	
Registration Number:	4387048	AMERIMAX	
Registration Number:	4118710	THE HARVESTING RAINWATER COLANDER	
Registration Number:	3942134	STEALTHFLOW	
Registration Number:	3126898	CLIMAGUARD	
Registration Number:	3164872	BERGER QUALITY BUILDING PRODUCTS SINCE 1	
Registration Number:	3207494	BERGER	
Registration Number:	3230910	DRYSNAP	
Registration Number:	3003735	THE GUTTER SHINGLE	
Registration Number:	3034161	GLOBAL EXPANDED METALS	
Registration Number:	2950704	GLOBAL EXPANDED METALS	
Registration Number:	4067981	RAINWATER COLANDER	
Registration Number:	3446047	PRODECK	
Registration Number:	3494442	SNOW BOSS	
Registration Number:	3655110	MAXX PANELS	

OP \$565.00 5307942

Property Type	Number	Word Mark
Registration Number:	2859503	AMERIMAX HOME PRODUCTS, INC.
Registration Number:	2771416	EURAMAX
Registration Number:	2776283	F-RAIL
Registration Number:	1820425	REAL-TOOL

CORRESPONDENCE DATA

Fax Number: 8044206507

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: 804-420-6339

Email: edavenport@williamsmullen.com

Correspondent Name: Janet W. Cho, Williams Mullen

Address Line 1: 200 South 10th Street

Address Line 2: c/o IP Docketing

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Janet W. Cho
SIGNATURE:	/Janet W. Cho/
DATE SIGNED:	10/23/2023

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made effective as of August 17, 2020 ("Effective Date") between Omnimax International, Inc. ("Assignor"), a Delaware corporation, with an address at 30 Technology Parkway South, Suite #600, Peachtree Corners, Georgia 30092 and Omnimax International, LLC, a Delaware limited liability company, with an address at 30 Technology Parkway South, Suite #600, Peachtree Corners, Georgia 30092 ("Assignee") (individually a "Party," and collectively, "the Parties").

WHEREAS, as of the Effective Date, Assignor transitioned from a corporation into Assignee, a limited liability company, upon which all assets (including the Marks as defined herein) were assigned from Assignor to Assignee;

WHEREAS, the Parties have agreed that Assignor, as of the Effective Date, conveyed, transferred, and assigned the trademarks listed on Schedule A (the "Marks") annexed hereto and made a part hereof; and

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereto reaffirms and ratifies the assignment of said Marks and the good will associated therewith as of the Effective Date and, to the extent that the prior assignment of said Marks and the good will associated therewith was not completely effective for any reason, Assignor does hereby assign said Marks and related good will, along with any related rights and causes of action for trademark infringement and associated (past, present and future) damages, to Assignee nunc pro tunc as of the Effective Date, and particularly conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor's right, title, and interest in and to the Marks set forth on Schedule A attached hereto, together with the business to which the Marks pertain, and all goodwill of the business symbolized by the Marks; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past, present, and future infringements and misappropriations of the Marks; and (c) any and all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. Miscellaneous.

(a) In furtherance of the Agreement, Assignor acknowledges that, from the Effective Date, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise secure in Assignee's name the Marks.

(c) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures.


IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first above set forth.

ASSIGNOR:

ASSIGNEE:

OMNIMAX INTERNATIONAL, INC.

OMNIMAX INTERNATIONAL, LLC

Signature: 

Signature: 

Name: Chris Berg

Name: Chris Berg

Title: General Counsel

Title: General Counsel

Schedule A

Trademark	U.S. Reg. No.
OMNIMAX	5307942
AMERIMAX (Stylized Design)	5342796
FLEX-A-SPOUT	4428915
TITAN 3000	4576706
AMERIMAX	4387048
THE HARVESTING RAINWATER COLANDER	4118710
STEALTHFLOW	3942134
CLIMAGUARD	3126898
BERGER QUALITY BUILDING PRODUCTS SINCE 1874	3164872
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