

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867601

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Primex Manufacturing Ltd. | | 12/31/2022 | Unknown: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Oldcastle Building Products Canada, Inc. | | |
| Street Address: | 44 Chipman Hill | | |
| Internal Address: | Suite 1000, Brunswick House | | |
| City: | Saint John, New Brunswick | | |
| State/Country: | CANADA | | |
| Postal Code: | E2L 2A9 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5917614 | PRIMEX | |
| Registration Number: | 5917615 | PRIMEX | |
| Registration Number: | 5934917 | PRIMEX TECHNOLOGIES | |
| 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: | 4707027908 | | |
| Email: | laken.adkins@crh.com | | |
| Correspondent Name: | Laken E. Adkins | | |
| Address Line 1: | 900 Ashwood Parkway | | |
| Address Line 2: | Suite 600 | | |
| Address Line 4: | Atlanta, GEORGIA 30338 | | |
| NAME OF SUBMITTER: | Laken E. Adkins | | |
| SIGNATURE: | /Laken E. Adkins/ | | |
| DATE SIGNED: | 01/11/2024 | | |
| Total Attachments: 8 | | | |
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| source=Primex to OBPC Assignment#page2.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) is made as of December 31, 2022 (the “**Effective Date**”) by and between:

PRIMEX MANUFACTURING LTD., having a place of business located at 20160 92A Avenue, Langley, British Columbia, V1M 3A4, Canada (“**Assignor**”) and

OLDCASTLE BUILDING PRODUCTS CANADA, INC., having a place of business located at Suite 1000, Brunswick House, 44 Chipman Hill, Saint John, New Brunswick, E2L 2A9 (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into an Assumption and Distribution Agreement effective December 31, 2022 (the “**Acquisiton Agreement**”);

WHEREAS, subject to the terms and conditions of the Acquisition Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept, all of Assignor’s right, title and interest in and to the intellectual property assets of Assignor, whether registered or not, including but not limited to the intellectual property assets listed in Schedule “A” hereto (the “**Assigned Intellectual Property**”);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration as contemplated for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Without limiting the generality of the terms of the Acquisition Agreement, Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee all of Assignor’s worldwide right, title and interest in and to the Assigned Intellectual Property including any and all elements of copyright which may exist therein, together with all associated goodwill, all of the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Intellectual Property that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any trademarks that form part of the Assigned Intellectual Property.
2. Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and any all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Intellectual Property, as assignee thereof, or otherwise as Assignee may direct.
3. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions including the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to effect the recordal of the assignments at the various relevant governmental Intellectual Property Offices.
4. Assignor hereby authorizes each of the relevant registrars that are responsible for managing any domain names that form part of the Assigned Intellectual Property to transfer those domain names to Assignee, as assignee thereof, or otherwise as Assignee may direct. Assignor shall, at the request of Assignee, assist Assignee in effecting the formal transfer and recording of the assignment of such domain names, and shall execute any separate additional documents, including, without

limitation, any forms of transfer including any online forms of transfer, and to do such acts or other things as may be required by Assignee to effect or confirm the assignment and transfer of the domain names to Assignee.

5. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.

6. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

7. All capitalized terms used herein, and in Schedule "A", but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

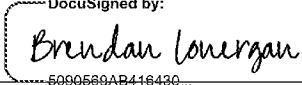
8. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of New Brunswick and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

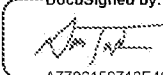
[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

PRIMEX MANUFACTURING LTD.

DocuSigned by:
By: 
5090569AB416430...
Name: Brendan Lonergan
Title: Director, CFO and Secretary

**OLDCASTLE BUILDING PRODUCTS
CANADA, INC.**

DocuSigned by:
By: 
A7798458710E40C...
Name: David M. Toolan
Title: Assistant Secretary

Schedule "A"

Assigned Intellectual Property

"Assigned Intellectual Property" means all Intellectual Property (as defined below) including the below-listed trademarks, patents, copyrights and domain names.

"Intellectual Property" means all worldwide rights in domestic and foreign:

- (a) patents, applications for patents and reissues, divisionals, continuations, continuations-in-part, substitutions, renewals, re-examinations, extensions and continuations-in-part of patents or patent applications, including all filings claiming priority thereto; proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, data, databases, procedures, know-how, rules, methods, processes, designs, source code, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing;
- (b) copyrights, copyright registrations and applications for copyright registration, copyrighted or copyrightable materials, including standards, manuals, guides, specifications, reports, surveys, research and development information, photographs (including on any web site), films, videos, images, drawings, marketing and promotional materials and web site content;
- (c) designs, design registrations, design registration applications, industrial designs, industrial design registrations, industrial design registration applications, integrated circuit topographies, mask works, mask work registrations and applications for mask work registrations;
- (d) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law (unregistered) trademarks, trademark registrations, trademark applications, trade dress, logos, taglines, slogans, social media names and registrations including names and aliases for Twitter, Facebook, Instagram, Pinterest and any other platforms, and any other aliases including GDS codes, rights of publicity and rights of privacy, and the goodwill associated with any of the foregoing;
- (e) computer software and programs (in both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, other than over-the counter software packages or other software which is subject only to a shrink-wrap license or click-on acceptance of a license; and
- (f) any other intellectual property and industrial property.

Trademarks**Canada**

| Mark | Country | Reg. No. |
|---------------------|----------------|-----------------|
| PRIMEX TECHNOLOGIES | Canada | TMA1035447 |
| PRIMEX | Canada | TMA1021084 |
| PRIMEX Logo | Canada | TMA1021099 |

U.S.

| Mark | Country | Reg. No. |
|---------------------|----------------|-----------------|
| PRIMEX | U.S. | 5917614 |
| PRIMEX Logo | U.S. | 5917615 |
| PRIMEX TECHNOLOGIES | U.S. | 5934917 |

Patents**Canada**

| Title | Country | Patent No. or Application No. |
|---|----------------|--------------------------------------|
| MODULAR ENCLOSURE ASSEMBLY FOR TERMINALS WIRING AND DISTRIBUTION | Canada | 2791583 |
| HIDDEN HINGE | Canada | 2457572 |
| DEVICE MOUNTING APPARATUS, KITS, METHODS, AND SYSTEMS | Canada | 3050775 |
| PLATE HAVING A BACK SIDE ADAPTED TO BE SECURED TO A BASE AND A FRONT SIDE ADAPTED FOR ATTACHING VARIOUS ITEMS | Canada | 2797417 |
| JUNCTION BOX | Canada | 2439639 |
| JUNCTION BOX | Canada | 2411942 |
| NETWORKING ENCLOSURE ASSEMBLY WITH MAGNETIC ALIGNMENT AND INTERLOCKING, ADAPTABLE TO BE INSTALLED IN DIFFERENT LOCATIONS AND POSITIONS. | Canada | 2985012 |
| UNIT FOR RESTRAINING FIBER OPTIC CABLES, COMBINABLE WITH ATTACHING UNITS | Canada | 2923048 |
| RETAINING ENCLOSURE FOR ABOVE-GROUND FIBER OPTIC/CABLE NETWORK TERMINAL | Canada | 2906992 |
| UNIT FOR ATTACHING AND DISTRIBUTION OF MULTIMEDIA PERIPHERALS | Canada | 2864529 |
| CHANNELED SUBSTRATES FOR RECEIVING THREADED FASTENERS | Canada | 2505387 |

US

| Title | Country | Application No. | Patent No. |
|---|----------------|------------------------|-------------------|
| Hidden hinge | U.S. | 10/774504 | 7124471 |
| Channeled substrates for receiving threaded fasteners | U.S. | 10/841533 | 7229239 |

| Title | Country | Application No. | Patent No. |
|--|----------------|------------------------|---------------------|
| Hidden hinge | U.S. | 11/530414 | 7380310 |
| Unit for attaching and distribution of multimedia peripherals | U.S. | 14/121739 | 9534728 |
| Networking enclosure assembly with magnetic alignment and interlocking, adaptable to be installed in different locations and positions | U.S. | 15/956057 | 11114830 |
| Device mounting apparatus, kits, methods, and systems | U.S. | 16/523963 | |
| Plate having a back side adapted to be secured to a base and a front side adapted for attaching various items | U.S. | 13/694482 | 8967571 |
| Modular enclosure assembly for terminals wiring and distribution | U.S. | 13/573714 | 8680407 |
| Retaining enclosure for above-ground fiber optic/cable network terminal | U.S. | 14/756752 | 9470867 |
| Networking enclosure assembly | U.S. | 29/656619 | D894146 |
| Roof vent | U.S. | 29/132,979 | D448468 |
| Through-fittings and below grade junction boxes equipped with same | U.S. | | US2005016124 7A1 |
| Through-fittings and below grade junction boxes equipped with same | U.S. | | US7062851B2 |
| Device mounting apparatus, kits, methods, and systems | U.S. | | US62711472P 0 |

WIPO

| Title | Country | PCT No. | Publication No. |
|--|----------------|-------------------|------------------------|
| Networking enclosure apparatus, kit, and methods | WIPO | PCT/CA2018/051397 | WO2019084695A1 |

Industrial Designs

Canada

| Title | Country | Registration/Application No. |
|------------------------------|---------|------------------------------|
| MEDIA DISTRIBUTION ENCLOSURE | Canada | 182434 |
| MEDIA DISTRIBUTION ENCLOSURE | Canada | 187579 |