

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI62296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDEAL WOOD PRODUCTS, INC.		02/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	WM COFFMAN RESOURCES LLC		
Street Address:	7676 Forsyth Blvd.		
Internal Address:	Suite 2210		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3721157	NUSTAIR	
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:	4048738624		
Email:	tucker.barr@agg.com		
Correspondent Name:	Jonathan Tucker Barr		
Address Line 1:	Arnall Golden Gregory LLP		
Address Line 2:	171 17th Street NW, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	42480.1		
NAME OF SUBMITTER:	JONATHAN BARR		
SIGNATURE:	JONATHAN BARR		
DATE SIGNED:	02/29/2024		
Total Attachments: 6			
source=Project Stair - Intellectual Property Assignment Agreement#page1.tif			
source=Project Stair - Intellectual Property Assignment Agreement#page2.tif			

CH \$40.00.00 77641654

source=Project Stair - Intellectual Property Assignment Agreement#page3.tif

source=Project Stair - Intellectual Property Assignment Agreement#page4.tif

source=Project Stair - Intellectual Property Assignment Agreement#page5.tif

source=Project Stair - Intellectual Property Assignment Agreement#page6.tif

TRADEMARK

REEL: 008358 FRAME: 0104

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), effective as of February 29, 2024, is made by and between IDEAL WOOD PRODUCTS, INC., a Delaware corporation, located at 225 W. Main St Little Falls, NY 13365 (“Seller”) in favor of WM COFFMAN RESOURCES LLC, a Delaware limited liability company, located at 7676 Forsyth Blvd., Suite 2210, Saint Louis, MO 63105 (“Buyer”), the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement dated as of February 29, 2024 by and among Buyer, Seller and the other parties thereto (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, the Intellectual Property Assets, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal

representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts; Electronic Signature. This IP 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 IP Assignment delivered by 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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).

[Signatures on the following page.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

IDEAL WOOD PRODUCTS, INC.

By: 

Name: N. Joseph Plourde

Title: President

Address for Notices: 28 Cambridge Way
Cathen, NY 12110

AGREED TO AND ACCEPTED:

WM COFFMAN RESOURCES LLC

By: _____

Name: Heath Hunter

Title: Vice President

Address for Notices: _____

[Signature page to IP Assignment]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

IDEAL WOOD PRODUCTS, INC.

By: _____

Name: N. Joseph Plourde

Title: President

Address for Notices: _____

AGREED TO AND ACCEPTED:

DocuSigned by:
WM COFFMAN RESOURCES LLC

By: Heath Hunter
1EED86A181D8404...

Name: Heath Hunter

Title: Vice President 7676 Forsyth Blvd, Suite

Address for Notices: 2210, Saint Louis, MO 63105

[Signature page to IP Assignment]

SCHEDULE 1

ASSIGNED PATENTS

Application Number	Filing Date	Patent Number	Issue Date	Title
13/972,323	8/21/2013	US 8,745,937 B1	6/10/2014	Refaced staircase
12/850,660	8/5/2010	US-8,516,77 B2	8/27/2013	Method of Refacing a Staircase

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademarks	Application Date	Date TM Granted	Renewal Date	Trademark Number
NUSTAIR	12/30/2008	8-Dec-09	14-Jan-20	3721157