

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI71904

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Summitville Tiles, Inc.		02/29/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	General Shale Brick, Inc.		
<b>Street Address:</b>	3015 Bristol Highway		
<b>City:</b>	Johnson City		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37601		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1494264	OLDE TOWNE	
<b>Registration Number:</b>	688565	SUMMITVILLE	
<b>Registration Number:</b>	1489346	STRATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(202)4695558		
<b>Email:</b>	andrea.simonich@hklaw.com		
<b>Correspondent Name:</b>	Andrea Simonich		
<b>Address Line 1:</b>	800 17th Street N.W., Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 22305		
<b>ATTORNEY DOCKET NUMBER:</b>	149183.00018		
<b>NAME OF SUBMITTER:</b>	ANDREA SIMONICH		
<b>SIGNATURE:</b>	ANDREA SIMONICH		
<b>DATE SIGNED:</b>	03/05/2024		
<b>Total Attachments: 6</b>			
source=IPA - Assignment#page1.tif			
source=IPA - Assignment#page2.tif			
source=IPA - Assignment#page3.tif			

OP \$90.00.00 73683327

source=IPA - Assignment#page4.tif

source=IPA - Assignment#page5.tif

source=IPA - Assignment#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated as of February 29, 2024, is made by Summitville Tiles, Inc., a Delaware corporation (“Assignor”), located at 15364 State Route 644, Summitville, Ohio, 43962, in favor of General Shale Brick, Inc., a Delaware corporation (“General Shale”) (“Assignee”), located at 3015 Bristol Highway, Johnson City, Tennessee 37601, the purchaser of the Purchased Assets pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor, on the other hand, dated as of February 29, 2024 (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver to Assignee the Purchased Assets, which include certain intellectual property of Assignor, including the intellectual property of Assignor as set forth in Schedule 1 hereto (the “Assigned Intellectual Property);”

WHEREAS, in connection with such sale, assignment, transfer, conveyance and delivery of the Assigned Intellectual Property, Assignor delivers this Assignment for recording with the United States Patent and Trademark Office, the U.S. Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following, pursuant to the terms set forth in the Purchase Agreement:

(a) the common law and registered trademarks, services marks and fictitious names, including the registrations and fictitious name set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) the copyright registration set forth on Schedule 1 hereto and all extensions and renewals thereof (the “Assigned Copyright”), including, including, but not limited to, rights to reproduce, create derivative works, distribute copies, and license such Assigned Copyright, and the right to apply for copyrights, registrations and renewals thereof. Assignor unconditionally waives all moral rights which Assignor may have with respect to the Assigned Copyright;

(c) Internet domain names and social media identifiers and accounts set forth on Schedule 1 hereto and all renewals thereof (the “Domain Names”);

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

(e) 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

(f) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of the U.S. Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee. Following the date hereof, and in accordance with the terms of the Purchase Agreement, Assignor shall take such steps and actions, and provide such cooperation and assistance reasonably requested by Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. Assignor and Assignee, by their execution of this Assignment, hereby acknowledge and agree that neither the representations, warranties, covenants, agreements and indemnities, nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, decreased, modified, or altered in any way by this Assignment. In the event of any inconsistencies or conflicts between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. A signed copy of this 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 Assignment.

5. Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns. Nothing in this Assignment is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Assignment except as expressly set forth herein.

6. Governing Law. This Assignment and any disputes or actions (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, performance, non-performance, interpretation, termination or construction of this Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of law thereof to the extent such principles would require or permit the application of laws of another jurisdiction.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, undersigned parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

**ASSIGNOR:**

SUMMITVILLE TILES, INC.

By: \_\_\_\_\_  
DocuSigned by:  
David Johnson  
8488C2488C594A1...

Name: David W. Johnson

Title: Chief Executive Officer

**ASSIGNEE:**

GENERAL SHALE BRICK, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, undersigned parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

**ASSIGNOR:**

SUMMITVILLE TILES, INC.

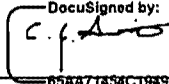
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

GENERAL SHALE BRICK, INC.

By:  \_\_\_\_\_  
65AA71454C19430...

Name: Charles Smith

Title: President and CEO

## SCHEDULE 1

### Assigned Trademarks

Mark	Country	App. No.	Reg. No.	Reg. Date
OLDE TOWNE	U.S.	73683327	1494264	1988-06-28
SUMMITVILLE	U.S.	72068750	0688565	1959-11-24
STRATA	U.S.	73683325	1489346	1988-05-24

Entity#	Name	Business Name	Type	Filing Date	Status
FN78450	SUMMITVILLE TILES, INC.	SUMMITVILLE LABORATORIES, INC.	FICTITIOUS NAMES	6/25/1997	Active

### Assigned Copyright

Title	Country	Reg. No.	Renewal Date
Summitville sketchbook textured quarry tile by Belden & Frenze, Inc.	U.S.	RE0000342983	1987-06-26

### Domain Names

Active Website – <https://summitville.com>

LinkedIn – <https://www.linkedin.com/company/summitville-tiles-inc>

Facebook – <https://www.facebook.com/SummitvilleTiles/>

Instagram – <https://www.instagram.com/summitvilletiles/>