

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surfacing Products International, LLC		03/18/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Forzastone, LLC		
Street Address:	1301 West Broadway Road		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85202		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3308617	SOTERRA	
CORRESPONDENCE DATA			
Fax Number:	3032959701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-295-9700		
Email:	jbrenman@fortislawpartners.com		
Correspondent Name:	Jeffrey Brenman		
Address Line 1:	1900 Wazee Street, Suite 300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Evelyn Rogers-Hughett		
SIGNATURE:	/evelyn rogers-hughett/		
DATE SIGNED:	03/27/2014		
Total Attachments: 5			
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source=Pkg filed with USPTO 032714#page4.tif			
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OP \$40.00 3308617

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Surfacing Products International, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 03/18/2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Forzastone, LLC

Street Address: 1301 West Broadway Road

City: Mesa

State: Arizona

Country: USA Zip: 85202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Arizona, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3,308,617

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SOTERRA

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey Brenman

Internal Address: _____

Street Address: 1900 Wazee Street, Suite 300

City: Denver

State: Colorado Zip: 80202

Phone Number: 303-295-9700

Docket Number: _____

Email Address: jbrenman@fortislawpartners.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number credit card

Authorized User Name _____

9. Signature:

Evelyn Rogers Hughett
Signature
Evelyn Rogers Hughett
Name of Person Signing

3-27-14
Date

Total number of pages including cover sheet, attachments, and document

5

TRADEMARK ASSIGNMENT

This Assignment Agreement (this "Agreement") is made as of March 18, 2014 (the "Effective Date"), by and between Surfacing Products International, L.L.C., a Georgia limited liability company (the "Assignor"), and Forzastone, L.L.C., a Colorado limited liability company (the "Assignee") hereinafter referred to collectively as the "Parties" and individually as a "Party."

* Arizona

RECITALS:

WHEREAS, Assignor is the owner of all right, title and interest in and to the common law trademark SOTERRA, U.S. Trademark Reg. No. 3,308,617 for SOTERRA; soterrastone.com; and all associated web pages (collectively referred to as the "Marks") and has adopted and used the Marks in connection with products and services relating to [manufacturing and selling non-metallic building materials, namely, stone for covering surfaces, granite and marble tiles, shaped stone trim, shaped stone molding, stone counter tops, namely, granite, marble and quartz for building, cut stone panels for covering walls, paving stone and cut stone slates for flooring, cabinet tops, namely, thin panels of natural stone secured to reinforced backing, granite and quartz; and slabs of granite and marble for use in bathrooms, wainscoting, fireplaces, kitchens, and outdoor furniture];

WHEREAS, Assignor desires and agrees to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, in and to the Marks; and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under said Marks;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. ASSIGNMENT

1.1 Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, including, without limitation, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, all common law rights in the Marks, and all rights of action accrued and to accrue under the Marks, including all claims and rights to sue and recover for future or past infringement of the Marks and all rights to oppose or cancel any existing third party registration for a similar mark.

1.2 Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines as desirable to secure, obtain, enforce or defend the Marks and all associated rights in the United States or any foreign country, including, without limitation, any additional documents needed to record and fully effect the transfer of

trademark rights made herein in the United States or any foreign country, as well as assisting Assignee in any dispute or conflict that may arise concerning Assignee's use of one or more of the Marks. If, for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as its true and lawful agent and attorney in fact, with full power of substitution and resubstitution, in whole or in part, on behalf of Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Surfacing Products International, LLC,
a Georgia limited liability company

By: [Signature]
Name: Mark Gann
Title: President
Date: March 18th, 2014

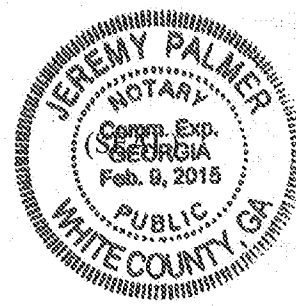
NOTARY

State of Georgia, County of Forst } SS

On this 18 day of March, 2014, before me, Jeremy Palmer,
personally appeared Mark Gann to me personally known and
known to me to be the same person whose name is signed to the foregoing instrument, and
acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Signature of Notary Public
Commission expires: Feb 9 2015



ACCEPTED BY ASSIGNEE:

Forzastone, LLC,
an Arizona limited liability company

By: _____
Name: Victor S. Mitchell
Title: Manager and CEO
Date: March __, 2014

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Surfacing Products International, LLC,
a Georgia limited liability company

By: [Signature]
Name: Mark C. [Signature]
Title: [Signature]

Date: March 18th, 2014

NOTARY

State of Georgia, County of DeKalb SS

On this 18 day of March, 2014, before me, [Signature]
personally appeared Mark C. [Signature] to me personally known and
known to me to be the same person whose name is signed to the foregoing instrument, and
acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Signature of Notary Public

Commission expires: March 8, 2015



ACCEPTED BY ASSIGNEE:

Farzastone, LLC,
an Arizona limited liability company

By: [Signature]
Name: Victor S. Mitchell
Title: Manager and CEO

Date: March 18th, 2014