900288775 05/09/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM304090

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reward Wall Systems, Inc.		02/15/2014	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Airlite Plastics Co.
Street Address:	6110 Abbott Drive
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68110-2805
Entity Type:	CORPORATION: NEBRASKA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1996136	REWARD WALL SYSTEMS
Registration Number:	2886256	REWARD WALL SYSTEMS
Registration Number:	2878061	IFORM
Registration Number:	2667089	EFORM
Registration Number:	2978731	XLERATOR
Registration Number:	3450145	TIEKEY
Registration Number:	3816904	NORICF4
Registration Number:	4365692	BOOST-R PANELS
Serial Number:	78169892	CDECK
Serial Number:	78338204	TRITEX
Serial Number:	77783448	SFRAME

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3124635000

Email: bwptotm@bannerwitcoff.com

Correspondent Name: Jon O. Nelson, Banner & Witcoff, Ltd.

Address Line 1: 10 S. Wacker Drive

Address Line 2: Suite 3000

Address Line 4: Chicago, ILLINOIS 60606 TRADEMARK

900288775 REEL: 005277 FRAME: 0152

ATTORNEY DOCKET NUMBER:	006538.00070			
NAME OF SUBMITTER:	Jon O. Nelson			
SIGNATURE:	/Jon O. Nelson/			
DATE SIGNED:	05/09/2014			
Total Attachments: 9				
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") dated as of February 15, 2014 is executed and delivered by and among Reward Wall Systems, Inc., a Kansas corporation ("Reward"), Summit ICF Holdings, Inc., a Kansas corporation ("Summit" and together with Reward, each a "Seller" and collectively, the "Sellers") and Airlite Plastics Co., a Nebraska corporation ("Purchaser"). All capitalized terms not otherwise defined in this IP Assignment, shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Purchaser, Sellers and Edward L. Storm ("Storm") have entered into that certain Asset Purchase and Sale Agreement dated as of November 14, 2013 (the "Purchase Agreement"), pursuant to which Sellers and Storm agreed to sell, assign, transfer, convey and deliver, free from any encumbrances, unto Purchaser, *inter alia*, all rights, title, and interest in certain intellectual property of Sellers subject in all respects to the terms and provisions of the Purchase Agreement; and

WHEREAS, under the terms of the Purchase Agreement, Sellers have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties hereto agree as follows:

- 1. <u>Assignment.</u> In consideration for the execution of the Purchase Agreement, the payment of the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Purchaser and Purchaser 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 in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, corresponding foreign patents and patent applications, patents and patent applications claiming priority thereto, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) the trademark registrations set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");
 - (c) the copyright registrations set forth in Schedule 3 hereto and all issuances, extensions, reversionary rights, and renewals thereof (the "Copyrights");
 - (d) 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;
 - (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 and/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. <u>Recordation and Further Actions.</u> Sellers authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.
- 3. <u>Terms of Purchase Agreement</u>. This IP Assignment is being delivered pursuant to the Purchase Agreement and will be construed consistently therewith. This IP Assignment is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, 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.
- 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 shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any of the conflict of law rules thereof to the extent such rules would require or permit the application of the laws of another jurisdiction to this IP Assignment.

[The Remainder of This Page Intentionally Left Blank; and Signature Page Follows.]

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

REWARD WALL SYSTEMS, INC.

SUMMIT ICF HOLDINGS, INC.

By:

Its:

President

By:

Its:

President

AGREED TO AND ACCEPTED BY:

AIRLITE PLASTICS CO.

By: lts:

WITEHAT

Patrick J. Kenealy Treasurer and

Chief Financial Officer

[IP ASSIGNMENT SIGNATURE PAGE]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

See attached

		PATENT R	ENT REGISTRATIONS AN	AND APPLICATIONS	S			
Reference #	Title	COUNTRY	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration
964.10001	PREFABRICATED FOAM BLOCK CONCRETE FORMS AND TIES MOLDED THEREIN	OM	PCT/US01/32404	10/16/2001			ABANDONED	03/12/2003
964.10002	WELDED WIRE REINFORCEMENT FOR MODULAR CONCRETE FORMS	NS	60/444,741	02/04/2003			EXPIRED	02/04/2004
964.10003	WELDED WIRE REINFORCEMENT FOR MODULAR CONCRETE FORMS	Sn	10/770,811	02/03/2004	7,437,858	10/21/2008	ISSUED	04/15/2026
964.10004	PREFABRICATED FOAM BLOCK CONCRETE FORMS WITH OPEN TOOTH CONNECTION MEANS	NS	10/906,794	03/07/2005	7,409,801	08/12/2008	ISSUED	01/15/2026
964.10004p	PREFABRICATED FOAM BLOCK CONCRETE FORMS WITH OPEN TOOTH CONNECTION MEANS	NS	60/521,230	03/16/2004			EXPIRED	03/16/2005
964.13	ADJUSTABLE MASONRY ANCHOR ASSEMBLY FOR USE WITH INSULATING CONCRETE FORM SYSTEMS	NS	11/859,380	09/21/2007	8,347,581	01/08/2013	ISSUED	05/16/2030
964.13p	ADJUSTABLE MASONRY ANCHOR ASSEMBLY FOR USE WITH INSULATING CONCRETE FORM SYSTEMS	ns	60/829,997	10/18/2006			EXPIRED	10/18/2007
964.1700/4.1	CONCRETE FORMING SYSTEM WITH BRACE TIES	Sn	08/334,146	11/04/1994			ABANDONED	09/24/1997
964.1714	CONCRETE FORMING SYSTEM WITH BRACE TIES	NS	08/754,853	11/22/1996	5,845,449	12/08/1998	ABANDONED	12/08/2010
964.1715	CONCRETE FORMING SYSTEM WITH BRACE TIES	SN	08/413,417	5661/08/80	5,709,060	8661/07/10	ABANDONED	03/30/2015
964.1716	CONCRETE FORMING SYSTEM WITH EXPANDED METAL TIE	SN	08/269,485	07/01/1994	5,568,710	9661/67/01	ABANDONED	02/26/2004
964.1717	CONCRETE FORMING SYSTEM WITH BRACE TIES	SO	08/334,279	11/04/1994	5,566,518	10/22/1996	ABANDONED	02/26/2004
964.1718	WALL CLIP FOR CONCRETE FORMING SYSTEM	NS	08/269,549	07/01/1994	5,454,199	10/03/1995	ABANDONED	03/12/2003
964.1719	CONCRETE FORMING SYSTEM WITH BRACE TIES	WO	PCT/US97/14483	2661/81/80			EXPIRED	05/22/1999

Reference #	Title	COUNTRY	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration
964.1722	PREFABRICATED FOAM BLOCK CONCRETE FORMS AND TIES MOLDED THEREIN	S) SO	09/691,934	10/19/2000	6,820,384	11/23/2004	ISSUED	10/19/2020
964.18	CORNER TIE BRACKET FOR USE WITH INSULATED CONCRETE FORM SYSTEMS	NS	11/861,720	09/26/2007	7,730,688	06/08/2010	ISSUED	03/06/2028
964.18p	CORNER TIE BRACKET FOR USE WITH INSULATED CONCRETE FORM SYSTEMS	SO	60/882,006	12/27/2006			EXPIRED	12/27/2007
964.29	INSULATION INSERT PANEL, FOR USE WITH INSULATING CONCRETE FORM (ICF) SYSTEMS	Sn	13'443,529	04.10/2012			PENDING	04/10/2032
964.5	WELDED WIRE REINFORCEMENT FOR MODULAR CONCRETE FORMS	CA	2,492,969	01/13/2005	2,492,969	12/11/2012	ISSUED	01/13/2025
964,7	WELDED WIRE REINFORCEMENT FOR MODULAR CONCRETE FORMS	31	2005/0048	02/02/2005	84363	09/07/2006 CLOSED	CLOSED	02/02/2025
964.8	PREFABRICATED FOAM BLOCK CONCRETE FORMS WITH OPEN TOOTH CONNECTION MEANS *E- FORM*	CA	2,500,682	03/10/2005	2,500,682	09/30/2008	ISSUED	03/10/2025

OMA-360981-1

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS

See attached

		TRA	TRADEMARK REGISTRATIONS	RATIONS			
Reference #	Mark	COUNTRY	Application #	File Date	Reg Date	Registration #	Status
964.1713	REWARD WALL SYSTEMS	US	74/597,212	11/10/1994	9661/07/80	1,996,136	REGISTERED
964.1728	REWARD WALL SYSTEMS & DESIGN	ns	78/169,838	10/01/2002	09/21/2004 2,886,256	2,886,256	REGISTERED
964.9	IFORM	EU	4635868	10/05/2005	09/19/2006 004635868	004635868	REGISTERED
964.1727	IFORM	US	78/164,220	09/15/2002	08/24/2004 2,878,061	2,878,061	REGISTERED
964.1730	EFORM	US	76/207,249	02/09/2001	12/24/2002	2,667,089	REGISTERED
964.1732	XLERATOR	US	78/241,265	04/23/2003	07/26/2005	2,978,731	REGISTERED
964.10	REWARD	EU	4635884	10/05/2005	04/10/2006	004635884	REGISTERED
964.15	TIEKEY	US	77/048,092	11/20/2006	06/17/2008	3,450,145	REGISTERED
964.10006	NORICF4	ns	77/808,826	08/20/2009	07/13/2010	3,816,904	REGISTERED
964.10007	BOOST-R PANELS	US	85/592,561	04/09/2012	07/09/2013	4,365,694	REGISTERED
964.1726	3.10 and Design	US	74/029,356	02/08/1990	10/20/1992	1,726,439	ABANDONED
964.1729	CDECK	US	78/169,892	10/01/2002	03/02/2004	2,819,685	ABANDONED
964.1733	TRITEX	us	78/338,204	12/09/2003	01/31/2006	3,056,336	ABANDONED
964.1734	XILLIX	US	78/362,500	02/04/2004	02/21/2006	3,061,058	ABANDONED
964.10005	SFRAME	US	77/783,448	07/17/2009			ABANDONED

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS

	COPYRIGHT REGI	STRATIONS	
Reference #	Title	Status	Issue Date
RWS0002	STRUCTURAL AND PERFORMANCE DATA FOR REWARD WALL SYSTEM'S FORMS	ISSUED	10/27/95: TX 4-072-529
RWS0003	STRUCTURAL AND PERFORMANCE DATA FOR REWARD WALL SYSTEM'S FORMS	ISSUED	7/2/96: TX 4-27-151
RWS0004	REWARD WALL SYSTEMS INSTALLATION, STRUCTURAL AND PERFORMANCE MANUAL	ISSUED	8/4/97: TX 4-527-858

TRADEMARK REEL: 005277 FRAME: 0162

RECORDED: 05/09/2014

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