

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374212

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|---|--|------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Railing Dynamics, Inc. | FORMERLY RDI Acquisition, Inc. | 02/08/2016 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Barrette Outdoor Living, Inc. | | |
| Street Address: | 7830 Freeway Circle | | |
| City: | Middleburg Heights | | |
| State/Country: | OHIO | | |
| Postal Code: | 44130 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2323823 | FINYL RAIL | |
| Registration Number: | 2723147 | ENDURANCE | |
| Registration Number: | 3149785 | NOVALINE | |
| Registration Number: | 3201365 | STRATA | |
| Registration Number: | 3517648 | TITAN PRO RAIL | |
| Registration Number: | 3648282 | FOR HOME FOR LIFE | |
| Registration Number: | 3754684 | RDI | |
| Registration Number: | 3754687 | RDI | |
| Registration Number: | 3927378 | RAILING DYNAMICS, INC. | |
| Registration Number: | 4227422 | RDI METALWORKS | |
| Registration Number: | 4265457 | EXCALIBUR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6099265769 | | |
| <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: | 609-389-5525 | | |
| Email: | deborah.mcgowan@us.ebarrette.com | | |
| Correspondent Name: | Deborah Kelly McGowan | | |
| Address Line 1: | 545 Tilton Road | | |

OP \$290.00 2323823

Address Line 4: Egg Harbor City, NEW JERSEY 08215

NAME OF SUBMITTER: Deborah Kelly McGowan

SIGNATURE: /Deborah Kelly McGowan/

DATE SIGNED: 02/23/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 8, 2016, is made between Railing Dynamics, Inc., ("Assignor"), a New Jersey Corporation formerly known as RDI Acquisition, Inc., in favor of Barrette Outdoor Living, Inc. ("Assignee"), an Ohio corporation.

WHEREAS, Assignor acquired the trademarks of Railing Dynamics, Inc. ("RDI") in the purchase of certain assets of RDI in 2012;

WHEREAS, RDI is now part of Assignee;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor the entire right, title and interest in and to the trademarks attached in Exhibit A ("Assigned Trademarks"), including all trademark rights in such trademarks whether registered or not.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) 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;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) 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 authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof.

(a) All required filings and fees related to the trademark registrations listed on Exhibit A hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Railing Dynamics, Inc.

By:



Name: Jean desAutels

Title: President

AGREED TO AND ACCEPTED:

Barrette Outdoor Living, Inc.

By:






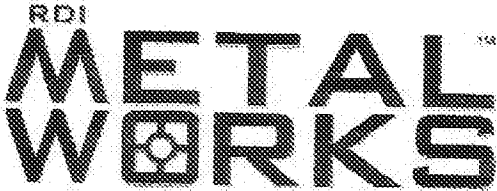
Name: Jean desAutels

Title: President

EXHIBIT A

MARKS

| REGISTERED MARKS | Type | U.S. Registration Number | Date Registered |
|--|--------------------|---------------------------------|------------------------|
| FINYL RAIL | Standard Character | 2,323,823 | February 29, 2000 |
| ENDURANCE | Standard Character | 2,723,147 | June 10, 2003 |
| NOVALINE | Standard Character | 3,149,785 | September 26, 2006 |
| STRATA | Standard Character | 3,201,365 | January 23, 2007 |
| TITAN PRO RAIL | Standard Character | 3,517,648 | October 14, 2008 |
| FOR HOME FOR LIFE | Standard Character | 3,648,282 | June 30, 2009 |
|  | Stylized | 3,754,684 | March 2, 2010 |
| rdi | Standard Character | 3,754,687 | March 2, 2010 |
| RAILING DYNAMICS, INC. | Standard Character | 3,927,378 | March 8, 2011 |
| RDI METALWORKS | Standard Character | 4,227,422 | October 16, 2012 |
| EXCALIBUR | Standard Character | 4,265,457 | December 25, 2012 |

| OTHER MARKS |
|---|
| www.rdirail.com |
| rdirail |
| RDI Rail |
|  |
| Endurance Railing |
| Endurance Original Rail |
| Endurance Deck Rail |
| Endurance Porch Rail |
| Endurance Crossover Product |
| Endurance Porch & Newel Post |
| Endurance Hand Rail |
|  |
| Titan Pro Rail |
| Titan Pro Railing |
|  |
| RDI Metal Works |