

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393966

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.	07/13/2016	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: 12			
Property Type	Number	Word Mark	
Registration Number:	4569982	ASPIRE	
Registration Number:	4589878	AVALON ALUMINUM RAILING	
Registration Number:	4589877	AVALON ALUMINUM RAILING	
Registration Number:	4569653	EMERGE	
Registration Number:	4569630	PRESENCE	
Registration Number:	4679680	RAILING REDEFINED	
Registration Number:	4756939	RDI PRO	
Registration Number:	4569787	RESALITE	
Registration Number:	4598613	SECURATEC	
Registration Number:	4919287	SPARTAN RAIL	
Registration Number:	4569628	TRANSFORM	
Registration Number:	4569629	TRANSFORM	
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:	609-389-5525		
Email:	deborah.mcgowan@us.ebarrette.com		
Correspondent Name:	Deborah Kelly McGowan		

OP \$315.00 4569982

TRADEMARK

Address Line 1: 545 Tilton Road
Address Line 4: Egg Harbor City, NEW JERSEY 08215

NAME OF SUBMITTER: Deborah Kelly McGowan

SIGNATURE: /Deborah Kelly McGowan/

DATE SIGNED: 08/05/2016

Total Attachments: 4

source=7-16 Assignment of RDI Trademarks to BOL#page1.tif
source=7-16 Assignment of RDI Trademarks to BOL#page2.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 13, 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, Railing Dynamics, Inc. is owned by Assignee through an acquisition that took place in 2012;

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

SCHEDULE A

REGISTERED MARKS	TYPE	US REGISTRATION NUMBER	DATE REGISTERED
ASPIRE	STANDARD CHARACTER	4569982	July 15, 2014
AVALON ALUMINUM RAILING	STANDARD CHARACTER	4589878	August 19, 2014
AVALON ALUMINUM RAILING	STYLIZED AND/OR WITH DESIGN	4589877	August 19, 2014
EMERGE	STANDARD CHARACTER	4569653	July 15, 2014
PRESENCE	STANDARD CHARACTER	4569630	July 15, 2014
RAILING REDEFINED	STANDARD CHARACTER	4679680	January 27, 2015
RDI PRO	STANDARD CHARACTER	4756939	June 16, 2015
RESALITE	STANDARD CHARACTER	4569787	July 15, 2014
SECURATEC	STANDARD CHARACTER	4598613	September 2, 2014
SPARTAN RAIL	STANDARD CHARACTER	4919287	March 15, 2016
TRANSFORM	STANDARD CHARACTER	4569628	July 15, 2014
TRANSFORM	STYLIZED AND/OR WITH DESIGN	4569629	July 15, 2014