

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duratek Precast Technologies, Inc.		04/12/2011	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Oldcastle Precast, Inc.		
Street Address:	900 Ashwood Pkwy., Suite 600		
Internal Address:	c/o Oldcastle Law Group		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2384897	DURATEK	
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:	770-804-3363		
Email:	ginny.eden@oldcastlelaw.com		
Correspondent Name:	David Lewis		
Address Line 1:	900 Ashwood Pkwy., Suite 600		
Address Line 2:	c/o Oldcastle Law Group		
Address Line 4:	Atlanta, GEORGIA 30338		
NAME OF SUBMITTER:	David Lewis, Counsel		
SIGNATURE:	/David Lewis/		
DATE SIGNED:	10/18/2016		
Total Attachments: 4			
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OP \$40.00 2384897

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment, effective this 7 day of April, 2011 is given by Duratek Precast Technologies, Inc. and Duratek Precast Structures, LLC (collectively, the "Sellers") to Oldcastle Precast, Inc. ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 28, 2011, entered into by and among Buyer and Sellers (the "Asset Purchase Agreement"), Sellers have agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and accept from Seller, the intellectual property assets set forth on Schedule 1 hereto (the "Intellectual Property"); and

WHEREAS, the Asset Purchase Agreement obligates Sellers to enter into and deliver this Intellectual Property Assignment to evidence Sellers' sale, transfer, conveyance, assignment and delivery of the Intellectual Property to Buyer.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, Sellers do hereby sell, transfer, convey, assign and deliver unto Buyer and its successors and assigns, free and clear from any liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code, all right, title, and interest to the Intellectual Property including the right to recover for damages and profits, and all other remedies for past infringements thereof.

Sellers do hereby irrevocably appoint Buyer and its successors and assigns as Sellers' true and lawful attorney-in-fact, and hereby authorize Buyer to (i) execute on behalf of Sellers all instruments, documents, and the like to transfer the Intellectual Property to Buyer and (ii) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest, it shall be irrevocable.

Nothing contained herein shall in any way supersede the provisions of the Asset Purchase Agreement.


This Intellectual Property Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Asset Purchase Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed by parties hereto as of the day and year first above written.

SELLERS:


DURATEK PRECAST TECHNOLOGIES, INC.


By: 
Name: R. Blake Smith
Title: President

DURATEK PRECAST STRUCTURES, LLC

By: 
Name: R. Blake Smith
Title: President

WITNESSES:


(Signature)
Gregory Reed
(Print Name)


(Signature)
Sara Bennington
(Print Name)

Schedule 1

The following assets:

Trademark on "Duratek" held through September 12, 2020.

U.S. patent application serial # 12/760,334, "Precast Structure and Method of Construction"

Websites "www.duratek.net" and "www.duratekprecast.com"

Customer list

Open proposal list

Current signed contracts

Engineering and drawings

Phone numbers as follows:

Brooksville phone - 352-796-5944

Brooksville fax - 352-796-5933

Brooksville toll free - 800-754-3641

Bartow phone - 863-519-0828

Bartow fax - 863-519-0829

Without limiting the foregoing, the Intellectual Property includes, any and all of the following, as they exist throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof (collectively, "Patents"); (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, "Marks"); (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith and all mask works and all applications, registrations, and renewals in connection therewith and all derivatives, translations, adaptations and combinations of the above, including copyrights in (i) all design history files, (ii) manufacturing instructions, and (iii) all documents primarily related to the Sellers' products (the "Products") (collectively, "Copyrights"); (d) know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, customer lists and contact numbers/addresses, business strategies, forecasts, testing procedures and testing results (collectively, "Trade Secrets"); (e) all computer software (including source code, executable code, data, databases and related documentation); (f) all advertising and promotional materials; (g) rights and remedies against past, present, and future infringements, and rights to protection of past, present, and future interests under the laws of all jurisdictions relating to any of the Intellectual Property; (h) all other proprietary rights; (i) all copies and tangible embodiments thereof (in whatever form or medium); (j) all non-competition agreements entered into in favor of either of the Sellers by any of their officers, directors, or employees since January 1, 2005; (k) all regulatory approvals to the extent transferable; (l) all manufacturing instructions; and (m) all of the Sellers' business records; customer lists; customer records and histories; customer invoices; lists of suppliers and vendors and all records relating thereto; list of sales agents; price lists; engineering drawings; clinical trial data and records; records with respect to production, engineering, and product development costs; advertising matter; catalogues; photographs; instruction manuals; sales literature and materials; purchasing materials; media materials; manufacturing and quality control records and procedures; research and development files; design history

files; data and laboratory books and media materials and plates; and copies of all files relating to the Sellers' intellectual property assets, including all applications, registrations, assignments, correspondence to and from the United States Patent and Trademark Office and any other foreign patent and trademark offices, docket, workbooks, legal opinions, prior art searches, notes, memoranda and other related information.