

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contact Industries, Inc.		12/21/2016	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Contact Industries, LLC		
Street Address:	8817 WEST MARKET STREET		
City:	Colfax		
State/Country:	NORTH CAROLINA		
Postal Code:	27235		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86741771	VULCANUS	
Serial Number:	86741764	LOCKSTEP	
Serial Number:	86908309	AMICTUS	
CORRESPONDENCE DATA			
Fax Number:	3365744522		
<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:	336-574-8050		
Email:	krwebb@wcsr.com		
Correspondent Name:	Jack B. Hicks, Womble Carlyle		
Address Line 1:	300 N. Greene Street, Suite 1900		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Jack B. Hicks		
SIGNATURE:	/Jack B. Hicks/		
DATE SIGNED:	12/27/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 21, 2016 is made by **Contact Industries, Inc.**, an Oregon corporation (“**Seller**”), located at 9200 SE Sunnybrook Boulevard, Clackamas OR 97015, in favor of **Contact Industries, LLC**, a North Carolina limited liability company (“**Buyer**”), located at 8817 West Market Street, Colfax, NC 27235, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Endura Products, Inc., a North Carolina corporation, Seller and Seller’s shareholders, dated as of December 9, 2016, as amended (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller 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, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

5. 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 and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

CONTACT INDUSTRIES, INC.

By: Frank Pearson
Frank Pearson, CEO

Address for Notices:
6897 SE Brigadoon Street
Portland, OR 97267

AGREED TO AND ACCEPTED:

BUYER:

CONTACT INDUSTRIES, LLC

By: _____
Bruce Procton, Manager

Address for Notices:
8817 West Market Street
Colfax, NC 27235

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

SELLER:

CONTACT INDUSTRIES, INC.

By: _____
Frank Pearson, President

Address for Notices:
6897 SE Brigadoon Street
Portland, OR 97267

AGREED TO AND ACCEPTED:

BUYER:

CONTACT INDUSTRIES, LLC

By: _____
Bruce Procton, Manager

Address for Notices:
8817 West Market Street
Colfax, NC 27235

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005955 FRAME: 0115

SCHEDULES:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent No.	Inventor	Assignee	Description	Expiration Date
5116446	Charles G. Cannon	Contact Lumber Company	Method of making a paper overlaid structure	5/26/12

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TM No.	Owner	Description	Expiration Date
358753	Contact Lumber Company Corp.	Embark (Canadian Reg.)	7/21/19
86908309	Contact Industries, Inc.	Amictus	Statement of Use (or Request for Extension of Time) due 03/06/17
1092813	Contact Lumber Company Corp.	Fire Break	6/6/08
2576540	Contact Lumber Company Corp.	Everon	6/4/12
2498550	Contact Lumber Company Corp.	Impact	10/16/11
2621720	Contact Lumber Company Corp.	Maple Over	9/17/12
1161944	Contact Lumber Company Corp.	Embark	7/21/11
1170222	Contact Lumber Company Corp.	Oak Over	9/22/11
358753	Contact Lumber Company Corp.	Embark (Canadian Reg.)	7/21/19
2327167	Contact Lumber Company	Japanese Embark	8/30/11
2436030	Contact Lumber Company	Japanese Oak Over	7/31/12

SN	Owner	Description	Deemed Abandonment Date*
86741771	Contact Industries, Inc.	Vulcanus	10/24/16
86741764	Contact Industries, Inc.	LockStep	10/24/16

* The Company's trademark lawyer has confirmed that on or before 12/24/16 he will electronically submit to the USPTO a request for reinstatement of the above-referenced marks, together with a statement of use and copy of a printed brochure as a specimen for both marks.

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.