

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrity Composites LLC		06/29/2018	Limited Liability Company: MAINE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	5414574	STEP-CLIP	
Registration Number:	5282440	ROCKPORT RAILING	
Registration Number:	4469859	RAILWAYS	
Registration Number:	4469857	DURALIFE	
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:	6093895525		
Email:	deborah.mcgowan@us.ebarrette.com		
Correspondent Name:	Deborah McGowan		
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:	07/02/2018		
Total Attachments: 7			
source=IP Assignment - Fully Executed#page1.tif			
source=IP Assignment - Fully Executed#page2.tif			

OP \$115.00 5414574

source=IP Assignment - Fully Executed#page3.tif

source=IP Assignment - Fully Executed#page4.tif

source=IP Assignment - Fully Executed#page5.tif

source=IP Assignment - Fully Executed#page6.tif

source=IP Assignment - Fully Executed#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of June 29, 2018, is made by and among Integrity Composites LLC, a Maine limited liability company, Integrity Holdings, LLC, a Maine limited liability company and Jeffrey True (collectively "**Sellers**"), located at 8 Morin Street, Biddeford, Maine, in favor of Barrette Outdoor Living, Inc. ("**Buyer**"), an Ohio corporation located at 7830 Freeway Circle, Middleburg Heights, Ohio, the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement dated as of June 29, 2018 (the "**Asset Purchase Agreement**").

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

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer 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 on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations 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;

(c) 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;

(d) 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

(e) 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. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof,

upon Buyer's reasonable request, but at no cost or expense to Sellers, Sellers 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 Sellers 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 State of Maine, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT

STATE OF MAINE)
) SS.
COUNTY OF CUMBERLAND)

On the 28th day of June, 2018, before me personally appeared Jeffrey True, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Integrity Holdings, LLC, and acknowledged the instrument to be the free act and deed of Integrity Holdings, LLC for the uses and purposes mentioned in the instrument.

Michael E. Higl
Notary Public Attorney at Law
Printed Name: Michael E. Higl

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MAINE)
) SS.
COUNTY OF CUMBERLAND)

Before me, on this 28th day of June, 2018, personally appeared Jeffrey True, and acknowledged the foregoing to be his free act and deed.

Michael E. Higl
Notary Public Attorney at Law
Printed Name: Michael E. Higl

My Commission Expires: _____

AGREED TO AND ACCEPTED:

Barrette Outdoor Living, Inc.

By: [Signature]

Name: Jean desAutels

Title: President

Address for Notices: 545 Tilton Road, Egg Harbor City, NJ 08215

ACKNOWLEDGMENT

STATE OF NEW JERSEY

)

) SS.

COUNTY OF ATLANTIC

)

On the 25 day of June, 2018, before me personally appeared Jean desAutels, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in his authorized capacity as the President of Barrette Outdoor Living, Inc., and acknowledged the instrument to be the free act and deed of Barrette Outdoor Living, Inc. for the uses and purposes mentioned in the instrument.

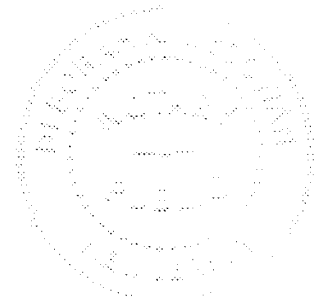
[Signature]

Notary Public

Printed Name:

My Commission Expires:

DEBORAH K. MCGOWAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/12/2021



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Patent Number	Issue Date
Composite Wood Replacement Article	8,298,646	October 30, 2012
Method of Forming Composite Articles	8,158,044	April 17, 2012
Composite Products Comprising Cellulosic Materials and Synthetic Resins and Methods of Making the Same	6,586,503	July 1, 2003
Cellulosic Materials and Synthetic Resins and Methods of Making the Same	6,737,006	April 17, 2012

Patent Applications

Title	Application/ Publication Number	Filing Date
Step-Clip Design Patent	29653482	June 15, 2017
Step-Clip Design Patent	28976905	April 20, 2017

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Registration Number	Registration Date
Step-Clip	5414574	February 27, 2018
Rockport Railing	5282440	September 5, 2017
Railways	4469859	January 21, 2014
Duralife	4469857	January 21, 2014