

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S. PARKER HARDWARE MFG. CORP.		09/04/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CGI WINDOWS AND DOORS, INC.		
Street Address:	3780 W 104th Street		
City:	Hialeah		
State/Country:	FLORIDA		
Postal Code:	33018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72132256	SPARTAN	
CORRESPONDENCE DATA			
Fax Number:	9543200233		
<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:	9542043744		
Email:	saustin@vplawgroup.com		
Correspondent Name:	Scott R. Austin, VLP Law Group, LLP		
Address Line 1:	101 NE Third Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Scott R Austin		
SIGNATURE:	/Scott R Austin/		
DATE SIGNED:	09/26/2018		
Total Attachments: 3			
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OP \$40.00 72132256

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 4, 2018, is made by S. PARKER HARDWARE MFG CORP., a New Jersey corporation ("Assignor"), with offices located at Parker Drive, Englewood, NJ 07631, in favor of CGI WINDOWS AND DOORS, INC., a Delaware corporation ("Assignee") with offices located at 3780 W 104th Street, Hialeah, FL 33018

WHEREAS, Assignor represents and warrants that it is the sole owner of the trademark listed with the U.S. trademark registration number as set forth on attached Schedule 1 (the "Mark"), together with the goodwill of the business symbolized thereby in connection with the respective goods and services on which the Mark is used.

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee the Mark and has agreed to execute and deliver this Trademark Assignment, for recording with federal and state governmental authorities, including, but not limited to, the US Patent and Trademark Office ("USPTO").

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. In consideration of \$10.00 paid by Assignee upon execution of this Trademark Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following:

- (a) the Mark, and a directly related tradename or logo, if any, that incorporates or uses the Mark, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademark (the "Assigned Trademark"), together with the goodwill of the business connected with the use of the Assigned Trademark;
- (b) all issuances, extensions and renewals of such registrations and applications; and
- (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.

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 customary documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademark 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) Assignor owns all right, title and interest in and to the Assigned Trademark, free and clear of liens, security interests and other encumbrances. To Assignor's knowledge, Assignor is in material compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.
- (b) To Assignor's knowledge, no licenses and similar contractual rights with respect to the Assigned Trademark currently have been granted by Assignor to any third party.

4. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademark.

5. General.

- (a) Entire Agreement. This Trademark Assignment and all related exhibits and schedules constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (b) Successors and Assigns. This Trademark Assignment 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 Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

ASSIGNOR:
S. PARKER HARDWARE MFG CORP.
a New Jersey corporation

By  _____

Title: PRESIDENT

Address for Notices:
Parker Drive, Englewood, NJ 07631

ASSIGNEE:
CGI WINDOWS AND DOORS, INC.
a Delaware corporation

By  _____

Title: SVP B CFD

Address for Notices:
3780 W 104th Street, Hialeah, FL 33018

Schedule 1
ASSIGNED TRADEMARK

Word Mark
SPARTAN

Ser. No.
72/132,256

Reg. No.
755,792

Registration Date
September 3, 1963