

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid Atlantic Vinyl Products, Inc.		09/07/2018	Corporation: VIRGINIA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3215129	MVP MID ATLANTIC VINYL PRODUCTS	
Registration Number:	3347459	WEATHERWISE	
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:	09/28/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of September 7, 2018, is made by and among Mid Atlantic Vinyl Products, Inc. and Regency Polymer Materials, LLC (collectively "**Sellers**"), located at 3550 Lee Hill Drive, Fredericksburg, VA 22408 in favor of Barrette Outdoor Living, Inc., an Ohio corporation located at 7830 Freeway Circle, Middleburg Heights, Ohio and Barrette Logistics, Inc., a Florida corporation located at 2401 Corporate Blvd., Brooksville, Florida (collectively "**Buyer**"), the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement dated as of September 7, 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, 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 Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia 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.

Mid Atlantic Vinyl Products, Inc.

By: [Signature]
Name: Luke Curtas
Title: President
Address for Notices:
6601 TURKEY RUN DRIVE
FREDERICKSBURG, VA 22407

ACKNOWLEDGMENT

STATE OF VIRGINIA)
CITY OF FREDERICKSBURG)SS.
COUNTY OF SPOTS)

On the 7th day of September, 2018, before me personally appeared Luke Curtas, 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 Mid Atlantic Vinyl Products, Inc., and acknowledged the instrument to be the free act and deed of Mid Atlantic Vinyl Products, Inc. for the uses and purposes mentioned in the instrument.

REBECCA JANE EASTERLING
NOTARY PUBLIC
REG. #7546298
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2021

[Signature]
Notary Public
Printed Name: Rebecca Jane Easterling

My Commission Expires: 08/31/2021

Regency Polymer Materials, LLC

By: [Signature]
Name: Luke Curtas
Title: President
Address for Notices:
6601 TURKEY RUN DRIVE
FREDERICKSBURG, VA 22407

ACKNOWLEDGMENT

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CITY OF FREDERICKSBURG)SS.
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REBECCA JANE EASTERLING
NOTARY PUBLIC
REG. #7546298
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2021

[Signature]
Notary Public

Printed Name: *Rebecca Jane Easterling*

My Commission Expires: *08/31/2021*

AGREED TO AND ACCEPTED:

Barrette Outdoor Living, Inc.

By: _____
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

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On the ____ day of September, 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 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.

Notary Public
Printed Name:

My Commission Expires:

AGREED TO AND ACCEPTED:

Barrette Logistics, Inc.

By: _____
Name: Jean desAutels
Title: President
Address for Notices: 545 Tilton Road, Egg Harbor City, NJ 08215

ACKNOWLEDGMENT

STATE OF NEW JERSEY

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COUNTY OF ATLANTIC

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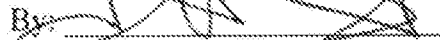
On the ____ day of September, 2018, before me personally appeared Jean desAutels, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in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

Printed Name:

My Commission Expires:

AGREED TO AND ACCEPTED:

~~Barrette Outdoor Living, Inc.~~

By: 

Name: Jean desAutels

Title: President

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

ACKNOWLEDGMENT

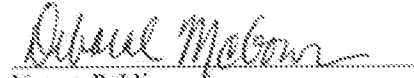
STATE OF NEW JERSEY

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Notary Public
Printed Name:

DEBORAH K. MCGOWAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/12/2021

My Commission Expires:

AGREED TO AND ACCEPTED:

~~Barrette Logistics, Inc.~~

By: 

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

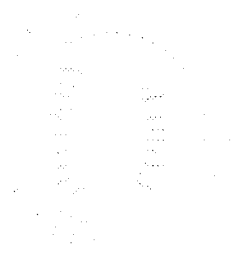
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Deborah McGowan

Notary Public
Printed Name: **DEBORAH K. MCGOWAN**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/12/2021

My Commission Expires:



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS



Patents

Title	Patent Number	Issue Date
Spindle	D518,188S	3/28/2006
Deck Board	D684,705S	6/18/2013
Bracket	D478,270S	8/19/2003
Bracket	D478,497S	8/19/2003
Post Wrap	D650,493S	12/13/2011
Aluminum Reinforcement Member	D609,373S	2/2/2010
Railing	D509,594S	9/13/2005
Premier Porch Column	D509,600S	9/13/2005
Bracket	D556018S	11/27/2007
Bracket	D556,016	11/27/2007

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Registration Number	Registration Date
	3,215,129	3/6/2007
	3,347,459	12/4/2007