CH \$390.00 437953

ETAS ID: TM525419

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAMKO Building Products LLC		05/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Envision Building Products LLC
Street Address:	211 S Main, Suite 300
City:	Joplin
State/Country:	MISSOURI
Postal Code:	64801
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4379537	MARQUEE RAILING
Registration Number:	3332383	TAM-RAIL
Registration Number:	2534455	ELEMENTS
Registration Number:	4422646	ENVISION
Registration Number:	5292747	E ENVISION COMPOSITE LUMBER
Registration Number:	5292837	ENVISION DISTINCTION
Registration Number:	5292836	ENVISION EXPRESSION
Registration Number:	5292801	ENVISION INSPIRATION
Registration Number:	4828688	EVERCLIP
Registration Number:	2657048	EVERGRAIN
Registration Number:	5292748	EVERGRAIN COMPOSITE LUMBER
Registration Number:	4237667	EVERGRAIN ENVISION
Serial Number:	87246367	DECKREATOR
Serial Number:	87246357	DECKREATOR
Serial Number:	87246350	DECKREATOR

CORRESPONDENCE DATA

Fax Number: 8169838080

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK
REEL: 006655 FRAME: 0930

900500340 REEL: 0

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8169138000

Email: pto-kc@huschblackwell.com
Correspondent Name: HUSCH BLACKWELL LLP
Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: KANSAS CITY, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	55616.10285
NAME OF SUBMITTER:	William B. Kircher
SIGNATURE:	/William B. Kircher/
DATE SIGNED:	05/29/2019

Total Attachments: 9

source=Intellectual Property and Asset Assignment 5_16_19#page1.tif source=Intellectual Property and Asset Assignment 5_16_19#page2.tif source=Intellectual Property and Asset Assignment 5_16_19#page3.tif source=Intellectual Property and Asset Assignment 5_16_19#page4.tif source=Intellectual Property and Asset Assignment 5_16_19#page5.tif source=Intellectual Property and Asset Assignment 5_16_19#page6.tif source=Intellectual Property and Asset Assignment 5_16_19#page7.tif source=Intellectual Property and Asset Assignment 5_16_19#page8.tif source=Intellectual Property and Asset Assignment 5_16_19#page8.tif source=Intellectual Property and Asset Assignment 5_16_19#page9.tif

INTELLECTUAL PROPERTY AND ASSET ASSIGNMENT

This Intellectual Property and Asset Assignment (the "Assignment"), effective on the last date signed below, is made by and between TAMKO Building Products LLC, with a principal place of business of 220 West 4th Street, Joplin, Missouri 64801 ("Assignor"); and Envision Building Products LLC, a Delaware limited liability company, with a principal place of business of 211 S Main, Suite 300, Joplin, MO 64801 ("Assignee").

Whereas, Assignor is the worldwide owner of the trademarks, inventions patented or not patented, trade secrets, domain names and related rights, agreements and assets in intellectual property (collectively "IP") and as further listed on Exhibits A, B and C;

Whereas, Assignor is the owner of the U.S. and foreign common law and registered trademarks, shown on Exhibit A (collectively the "Trademarks");

Whereas, Assignor is the owner of the U.S. and foreign patents shown on Exhibit B (collectively the "Patents");

Whereas, Assignor owns or has rights to the domain names as listed in Exhibit C (collectively the "Domain Names");

Whereas, Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume all rights, title and interest in and to all IP and assets listed in Exhibits A, B and C, including the Patents, the Trademarks, the Domain Names, and all other IP;

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys to Assignee all of its rights, title, and interests in and to all IP and assets listed in Exhibit A, Exhibit B and Exhibit C, including but not limited to (a) the Patents, together with any and all provisionals, nonprovisionals, continuations, continuations-in-part, divisions, reissues, renewals, reexaminations, substitutes or extensions thereof, and including all rights to claim priority; (b) the Trademarks (together with all the goodwill of the business symbolized by the Trademarks); (c) the Domain Names and any associated registrations, including any renewals or extensions thereof; (d) all files, records, artwork, marketing materials, know-how, agreements and all other documentation (whether electronic or in paper form) exclusively related to the Patents, Trademarks, Domain Names or trade secrets; and (e) in and to all causes of action, either in law or in equity for past, present or future infringement or other violations thereof, and any and all royalties, fees, income, payments or other violations thereof, and any and all royalties, fees, income, payments or other proceeds now or hereafter due or payable with respect to any of the foregoing and in and to all rights corresponding to the foregoing throughout the world.
- 2. Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and

Page 1 of 9

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 intellectual property to Assignee, or any assignee or successor thereto.

- 3. Within ten (10) days of execution of this Intellectual Property and Asset Assignment, Assignor will commence or cause the transfer of the Domain Names to Assignee and will provide all administrative rights to the Domain Names as may be required to take possession of and control the Domain Names. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Domain Names to Assignee.
- 4. This Assignment is binding on, and inures to the benefit of, the parties and their respective parents, subsidiaries, affiliated companies, successors, licensees, assigns and other present or future parties in interest who are assigned or otherwise take ownership of the Patents, Trademarks and Domain Names.
- 5. Signatures to this Assignment transmitted by facsimile transmissions, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.
- 6. Assignor authorizes the United States Commissioner for Patents and Trademarks to record and register this Assignment upon request by Assignee.
- 7. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of Assignee) to effectuate the transfer of the Trademarks and other IP, or in the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may deem appropriate.
- 8. This Assignment shall be governed by the laws of the State of Missouri (excepting any conflict of laws or provisions which would serve to defeat application of Missouri substantive law). Any legal suit, action, or proceeding arising out of or based upon this Assignment may be instituted in the federal or state courts within the State of Missouri, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- Nothing contained in this Assignment shall be construed as making either party an agent or Licensee of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Page 2 of 9
TRADEMARK
REEL: 006655 FRAME: 0933

TAMKO Building Products L	LC (Assignor)	
By David C. Homphreys President and Chief Executiv	re Officer	Date <u>5/14/19</u>
STATE OF MISSOURI COUNTY OF JASPER)) ss.)	
County and State aforesaid, pers	onally appeared David	e undersigned, a Notary Public within and for the I.C. Humphreys, President and Chief Executive I who executed the foregoing instrument, and or her free act and deed.
In Witness Whereof, I has aforesaid on the day and year las	ave hereunto attached i st above written.	my hand and notarial seal, at the County and State
My Commission Expires: 人似。24、2020		Notary Public TAMEKA N. PAYTON-BARBA Notary Public Jasper County My Commission Expires May 74, 2020 Commission # 16867054
Envision Building Products LI	LC (Assignee)	
By) minimum.	Date 5/14/19
STATE OF MISSOURI COUNTY OF JASPER)) ss.)	
County and State aforesaid, pers	onally appeared David cuted the foregoing ins	undersigned, a Notary Public within and for the I.C. Humphreys, President, to me known to be the strument, and acknowledged that he or she
In Witness Whereof, I has aforesaid on the day and year las	ave hereunto attached i st above written.	my hand and notarial scal, at the County and State January Public Notary Public
My Commission Expires:		TAMEKA N. PAYTON-BARBA Notary Public Jasper County SEAL My Commission Expires May 24, 2020 Commission # 16867054

EXHIBIT A

TRADEMARKS

COUNTRY	COUNTRY TRADEMARK		REG. (APP) <u>DATE</u>	
Canada	LAMARITE	TMA645982	8/18/2005	
EU	LAMARITE	002822542	11/3/2005	
Mexico	LAMARITE	1,368,766	5/21/2013	
Mexico	LAMARITE	780,564	2/26/2003	
US	MARQUEE RAILING	4,379,537	8/6/2013	
US	DECKREATOR & Design	(87/246,367)	(11/23/2016)	
US	DECKREATOR	(87/246,357)	(11/23/2016)	
US	DECKREATOR & Design	(87/246,350)	(11/23/2016)	
Canada	TAM-RAIL	TMA700,017	11/2/2007	
US	TAM-RAIL	3,332,383	11/6/2007	
US	ELEMENTS	2,534,455	01/29/2002	
US	ENVISION	4,422,646	10/22/2013	
Mexico	ENVISION COMPOSITE LUMBER & Design (horizontal)	1,771,171	6/30/2017	
Mexico	ENVISION COMPOSITE LUMBER & DESIGN (vertical)	1,771,172	06/30/2017	
Canada	ENVISION COMPOSITE LUMBER & Design (horizontal)	TMA1017952	03/25/2019	
US;	ENVISION COMPOSITE LUMBER & Design (horizontal)	5,292,747	9/19/2017	
Mexico	ENVISION DISTINCTION	1,771,169	6/30/2017	
Canada	ENVISION DISTINCTION	(1,824,006)	(02/22/2017)	

DocID: 4844-8531-7268.1 Page 4 of 9

COUNTRY	TRADEMARK	REG. (APP) <u>NO.</u>	REG. (APP) <u>DATE</u>
US	ENVISION DISTINCTION	5,292,837	9/19/2017
Mexico	ENVISION EXPRESSION	1,771,168	6/30/2017
Canada	ENVISION EXPRESSION	(1,823,711)	(2/21/2017)
US	ENVISION EXPRESSION	5,292,836	9/19/2017
Mexico	ENVISION INSPIRATION	1,743,195	4/17/2017
Canada	ENVISION INSPIRATION	(1,812,418)	(12/2/2016)
US	ENVISION INSPIRATION	5,292,801	9/19/2017
Canada	EPOCH	TMA698,380	10/12/2007
US	EVERCLIP	4,828,688	10/6/2015
Canada	EVERGRAIN	TMA699,504	10/26/2007
US	EVERGRAIN	2,657,048	12/3/2002
Mexico	EVERGRAIN COMPOSITE LUMBER & Design	1771170	6/30/2017
Canada	EVERGRAIN COMPOSITE LUMBER & Design	TMA1018039	3/26/2019
US.	EVERGRAIN COMPOSITE LUMBER & Design	5,292,748	9/19/2017
US	EVERGRAIN ENVISION	4,237,667	11/6/2012

DocID: 4844-8531-7268.1

Page 5 of 9

TRADEMARK
REEL: 006655 FRAME: 0936

EXHIBIT B

PATENTS

COUNTRY	TITLE	REG. (APP) NO.	REG. (APP) <u>DATE</u>
Canada	Composites useful as fence and decking components and methods for producing same	2473737	9/1/2009
US	Composites useful as fence and decking components and methods for producing same	6,827,995	12/7/2004
US	Baluster Section	D547,461	7/24/2007
US	Layered Composites	7,972,546	7/5/2011
US	Layered Composites	7,421,830	9/9/2008
US	Molding Apparatus	8,216,504	7/10/2012
Mexico	Roofing Product Possessing Thermal Expansion Relief Characteristics	285150	3/30/2011
US	Method and Apparatus for Molding Roofing Products with Back Gating	8,211,350	7/3/2012

Page 6 of 9

TRADEMARK
REEL: 006655 FRAME: 0937

EXHIBIT C

DOMAIN NAMES

COMPOSITEDECKDESIGN.COM ENVISIONPVC.NET

COMPOSITEDOCKING.COM ENVISIONPVC.ORG

COMPOSITEDOCKS.COM ENVISIONPVC.US

DECKLIKEYOUMEANIT.COM ENVISIONPVC.US.COM

DECKSFORLIFE.COM ENVISIONPVCDECKING.CN

ELEMENTSDECK.DESIGN ENVISIONPVCDECKING.COM

ELEMENTSDECKDESIGN.COM ENVISIONPVCDECKING.NET

ELEMENTSDECKINGSP.COM ENVISIONPYCDECKING.US

ELEMENTSDECKING-SP.COM ENVISIONPVCDECKING.US.COM

ELEMENTSDOCKBOARD.COM ENVISIONYOURDECK.BIZ

ELEMENTSRAILING.COM ENVISIONYOURDECK.COM

ENVISIONCOMPOSITEDECKING.BIZ ENVISIONYOURDECK.NET

ENVISIONCOMPOSITEDECKING.COM ENVISIONYOURDECK.ORG

ENVISIONCOMPOSITEDECKING.NET EPOCHCOMPOSITE.BIZ

ENVISIONCOMPOSITEDECKING.ORG EPOCHCOMPOSITE.COM

ENVISIONDECKING.BIZ EPOCHCOMPOSITE,NET

ENVISIONDECKING.COM EPOCHCOMPOSITE.US

ENVISIONDECKING.NET EPOCHCOMPOSITE.US.COM

ENVISIONDECKING.ORG EPOCHCOMPOSITEPRODUCTS.COM

ENVISIONPVC.BIZ EPOCHCOMPOSITEPRODUCTS.US.COM

ENVISIONPVC.CN EPOCHSP.COM

ENVISIONPVC.COM EPOCH-SP.COM

ENVISIONPVC, INFO EPOCHWOOD, COM

Doc1D: 4844-8531-7268.1 Page 7 of 9

ESTATESHAKE.COM EVERGRAINDECKING.COM

ESTATESHAKE.US.COM EVERGRAINDECKING.US.COM

ESTATESHAKESHINGLES.COM EVERGRAINDECKS.COM

ESTATESLATESHINGLES.COM EVERGRAINDOCKS.COM

EVERCLIP.BIZ EVERGRAINFENCING.COM

EVER-CLIP.BIZ EVERGRAINRAILING.COM

EVERCLIP.COM EVERGRAINSP.COM

EVER-CLIP.COM EVERGRAIN-SP.COM

EVERCLIP.US.COM LAMARITE.BIZ

EVER-CLIP.US.COM LAMARITE.CN

EVERGRAIN.BIZ LAMARITE.CO.UK

EVERGRAIN.CO.UK LAMARITE.COM

EVERGRAIN.COM LAMARITE.INFO

EVERGRAIN.INFO LAMARITE.NET

EVERGRAIN.NET LAMARITE.ORG

EVERGRAIN.ORG LAMARITE.US

EVERGRAIN.US LAMARITE.US.COM

EVERGRAIN.XXX LAMARITE.XXX

EVERGRAINCHALLENGE.BIZ LAMARITEESTATE.CN

EVERGRAINCHALLENGE.COM LAMARITEESTATE.COM

EVERGRAINCHALLENGE.NET LAMARITEESTATESHAKE.COM

EVERGRAINDECK.COM LAMARITEESTATESHAKE.NET

EVERGRAINDECK.DESIGN LAMARITEESTATESHAKE.US.COM

EVERGRAINDECKDESIGN.COM LAMARITEESTATESLATE.COM

DocID: 4844-8531-7268.1

Page 8 of 9

LAMARITEESTATESLATE.NET MYTAMRAIL.COM

LAMARITEESTATESLATE.US.COM MYTAMRAIL.NET

LAMARITESHAKE.CN NATIONALOUTDOORLIVINGWEEK.COM

LAMARITESLATE.CN NATIONALOUTDOORLIVINGWEEK.US

LAMARITESP.COM OUTDOORLIVINGWEEK.COM

LAMARITE-SP.COM TAMRAIL.CN

LAMARITEULTRA.COM TAM-RAIL.CN

LAMARITEULTRASHAKE.COM TAMRAIL.COM

LAMARITEULTRASLATE, COM TAM-RAIL. COM

MYENVISIONDECK.BIZ TAMRAIL.US.COM

MYENVISIONDECK.COM TAM-RAIL.US.COM

MYENVISIONDECK.NET TAMRAIL.XXX

MYENVISIONDECK.ORG VIBRANCE.XXX

MYEVERGRAIN.COM VIBRANCECOLLECTION.XXX

MYLAMARITE.COM

RECORDED: 05/29/2019

DociD: 4844-8531-7268.1 Page 9 of 9