

900500689 05/31/2019

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM525775

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stiles Manufacturing, LLC		04/15/2019	<del>Corporation</del> , TEXAS <small>Limited Liability Corporation</small>

**RECEIVING PARTY DATA**

<b>Name:</b>	Airlite Plastics Co.
<b>Street Address:</b>	6110 Abbott Drive
<b>City:</b>	Omaha
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68110
<b>Entity Type:</b>	Corporation: NEBRASKA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	87374051	DECK
Serial Number:	88120149	
Serial Number:	88151099	A GRID IDEA
Registration Number:	4907478	SUPERSPOT
Registration Number:	5686002	PRO PLUS
Registration Number:	4217252	TRUEGRID

**CORRESPONDENCE DATA**

**Fax Number:** 3124635001  
*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.*  
**Phone:** 3124635000  
**Email:** bwptotm@bannerwitcoff.com  
**Correspondent Name:** Jon O. Nelson  
**Address Line 1:** 71 South Wacker Drive  
**Address Line 2:** Suite 3600  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	006538.00272
<b>NAME OF SUBMITTER:</b>	Jon O. Nelson
<b>SIGNATURE:</b>	/Jon O. Nelson/
<b>DATE SIGNED:</b>	05/31/2019

CH \$165.00 87374051

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This Trademark Assignment is entered into by and between Stiles Manufacturing, LLC (dba TrueGrid), a corporation organized and existing under and by virtue of the laws of the State of Texas, and having its principal place of business at 2500 Summer Street, Houston, Texas, 77007 (hereinafter referred to as "Assignor") and Airlite Plastics Co., a corporation duly organized and existing under by virtue of the laws of the State of Nebraska, with an address at 6110 Abbott Drive, Omaha, Nebraska, 68110 (hereinafter referred to as "Assignee").

WHEREAS, under the terms of that certain Purchase Agreement by and between Assignor and Assignee dated April 15, 2019 (the "Asset Purchase Agreement"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, the trademarks listed in Exhibit A, including all worldwide trademark applications and registrations, trade names, common law rights, and all other rights to the trademarks (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to convey all right, title, and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademarks.

Now, Therefore, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignor irrevocably conveys, transfers, and assigns to Assignee, its successors and assigns and Assignee hereby accepts, all of Assignor's right, title and interest in said Trademarks together with the goodwill of the business in connection with which such Trademarks are used, and together with the full right to sue for and recover all profits and damages for past, present and future infringements or dilutions of such Trademarks.
2. Assignor shall execute all such other documents, and take such other steps as are necessary to transfer ownership of the Trademarks to Assignee. Assignor shall execute and deliver or shall cause to be delivered all such transfers, assignments, conveyances, powers of attorney, assurances, declarations, and any other documents, and take all such further action necessary to confirm, effectuate, or record this Assignment, as Assignee may request from time to time.
3. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.
4. The parties hereto acknowledge and agree that this Trademark 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 Assignor and Assignee with respect to the Trademarks. 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.

5. This Trademark 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 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.
6. This Trademark Assignment and the interpretation and enforcement of its terms shall be governed by the laws of the State of Nebraska excluding its law of conflicts. Any suit to enforce or interpret this Trademark Assignment shall be brought in a state or federal court of competent jurisdiction in the State of Nebraska, Douglas County, and the parties hereto consent to the personal jurisdiction of any such court.

*Remainder of this page is intentionally left blank. Signature page follows.*

In Testimony Whereof, Assignor has caused this Assignment to be executed by an officer thereof, duly authorized, this 15 day of April, 2019.

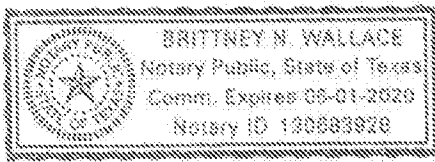
STILES MANUFACTURING, LLC

By: [Signature]  
Name: BARRY STILES  
Title: CEO

State of TEXAS

County of Harris

The foregoing instrument was acknowledged before me this 15 day of April, 2019 by Brittney Wallace.



[Signature]  
Notary Public

[Assignee Acknowledgement Follows]

AGREED TO AND ACCEPTED:

AIRLITE PLASTICS CO.

By: Patrick J. Benealy

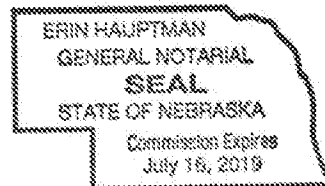
Name: Patrick J. Benealy

Title: CFO

County of Douglas  
Country USA

The foregoing instrument was personally acknowledged and executed before me this 15 day  
of April, 2019, by Patrick J. Benealy.

Erin Hauptman  
NOTARY PUBLIC/WITNESS



**EXHIBIT A**  
**Trademark Registrations and Trademark Applications**

<b>Trademark</b>	<b>Registration No. Serial No.</b>	<b>Registration Date Filing Date</b>
SUPERSPOT	4,907,478	March 1, 2016
DECK	87/374,051	March 16, 2017 – Allowed
PRO PLUS	5,686,002	February 26, 2019
Design Paver Logo	88/120,149	September 17, 2018 – Pending
A Grid Idea	88/151,099	October 11, 2018 – Published
TRUEGRID	4,217,252	October 2, 2012

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