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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM532058

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Maitland Company, LLC		03/26/2019	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	KilnDirect, LLC	
Street Address:	2630 US-15	
City:	Sumter	
State/Country:	SOUTH CAROLINA	
Postal Code:	29154	
Entity Type:	Limited Liability Company: SOUTH CAROLINA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3014552	KILN DIRECT

CORRESPONDENCE DATA

Fax Number: 2124464900

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: 212-390-4147

Email: amanda.cirella@kirkland.com
Correspondent Name: Amanda Cirella (Paralegal)

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40462-113
NAME OF SUBMITTER:	Amanda Cirella
SIGNATURE:	//Amanda Cirella//
DATE SIGNED:	07/16/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 26, 2019 (the "Effective Date"), by The Maitland Company, LLC, a South Carolina limited liability company ("Assignor") in favor of KilnDirect, LLC, a South Carolina limited liability company ("Assignee").

WHEREAS, pursuant to a corporate reorganization, and together with other assets related to Assignee's business, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all of Assignor's right, title and interest in, to and under the trademark set forth on Schedule A, together with the goodwill associated therewith (collectively, the "Trademark"), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

- Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor's right, title and interest in, to and under the Trademark (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademark, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.
- 2. <u>Recording.</u> This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.
- 3. <u>Further Assurances</u>. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

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- 4. <u>Successors</u>. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
- 5. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

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TRADEMARK REEL: 006694 FRAME: 0786 IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

THE MAITLAND COMPANY, LLC

By: Name: Frank Iezzi

Title: Chief Executive Officer

Schedule A

Kiln Direct – U.S. reg. no. 3014552, reg. date Nov. 15, 2005.