

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spec-Corp		05/03/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Border Construction Specialties, LLC		
<b>Street Address:</b>	7800 E. Union Avenue		
<b>Internal Address:</b>	Suite #110		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80237		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5713445	SPEC WEST CONCRETE SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>			
<b>Phone:</b>	9498510633		
<b>Email:</b>	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, efarrahi@mwe.com, zbeal@mwe.com, ipdocketmwe@mwe.com		
<b>Correspondent Name:</b>	Sarah Bro		
<b>Address Line 1:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 2:</b>	McDermott Will & Emery LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612-2565		
<b>ATTORNEY DOCKET NUMBER:</b>	103804-0040		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	09/18/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of May 3, 2019 by and between Spec-Corp, a California corporation doing business as Spec-West Concrete Systems (the "Assignor"), and Border Construction Specialties, LLC, a Delaware limited liability company (the "Assignee"), pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and, solely for purposes of Section 6.7 thereof, Randall Sanford (the "Purchase Agreement"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor, is the owner of the trademark(s) set forth on Schedule A hereto, together with the goodwill of the business associated therewith (the "Trademarks"); and

WHEREAS, in connection with Assignee's acquisition of the Acquired Assets pursuant to the Purchase Agreement, the Assignor has agreed to transfer all of its right, title and interest in and to the Trademarks to Assignee, and Assignee has agreed to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademarks. The Assignor hereby conveys, assigns, sells and transfers to the Assignee, its successors and permitted assigns, the Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Trademark Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. Terms of the Purchase Agreement. All the terms of the Purchase Agreement are incorporated herein by this reference. Nothing contained herein shall itself change, amend, enlarge or alter the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.


4. Execution. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (including via pdf format) to the other.

5. Further Assurances. Each party shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first set forth above.

BORDER CONSTRUCTION SPECIALTIES, LLC,  
a Delaware limited liability company

By:   
Name: Brian Saker  
Title: CEO & President

SPEC-CORP,  
a California corporation doing business as  
Spec-West Concrete Systems

By: \_\_\_\_\_  
Name: Randall Sanford  
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

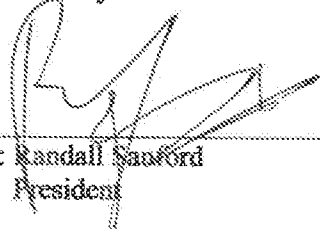
TRADEMARK  
REEL: 007060 FRAME: 0330

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BORDER CONSTRUCTION SPECIALTIES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian Saker  
Title: CEO & President

SPEC-CORP,  
a California corporation doing business as  
Spec-West Concrete Systems

By:  \_\_\_\_\_  
Name: Randall Sanford  
Title: President

**SCHEDULE A**

**Trademarks:**

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>
SPEC WEST CONCRETE SYSTEMS	88057156 (July 30, 2018)	5713445 (April 2, 2019)