

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METAL PARTNERS REBAR, LLC		10/14/2020	Limited Liability Company: ILLINOIS
BRG HOLDING, LLC		10/14/2020	Limited Liability Company: WEST VIRGINIA
BGD LV HOLDING, LLC		10/14/2020	Limited Liability Company: NEVADA
BCG OWNCO, LLC		10/14/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JRC OPCO LLC		
Street Address:	10800 Biscayne Blvd., Suite 870		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33161		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5158878	METAL PARTNERS INTERNATIONAL	
Serial Number:	88706845	REINFORCING AMERICA	
Serial Number:	87416713	GRUUM	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.300		

OP \$90.00 5158878

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	10/14/2020
Total Attachments: 5 source=JRC IP Assignment Agreement#page1.tif source=JRC IP Assignment Agreement#page2.tif source=JRC IP Assignment Agreement#page3.tif source=JRC IP Assignment Agreement#page4.tif source=JRC IP Assignment Agreement#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of October 14, 2020, is entered into by and among METAL PARTNERS REBAR, LLC, BRG HOLDING, LLC, BGD LV HOLDING, LLC, and BCG OWNCO, LLC (each, an "Assignor" and collectively, "Assignors"), and JRC OPCO LLC ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignors are the owners of certain intellectual property used in connection with their business, including, without limitation, (i) patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice), (ii) trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith, (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights, (iv) know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulae, databases and data collections, (v) all source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, POS inventory systems and fleet management systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools, and (vi) all documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records (collectively, including but not limited to the intellectual property set forth on Schedule A attached hereto, the "Assignor Intellectual Property"); and

WHEREAS, pursuant to that certain Amended Asset Purchase Agreement, dated as of August 7, 2020 (the "Purchase Agreement"), by and between Assignors and Assignee, Assignors have agreed to sell, transfer, assign and deliver to Assignee all of their right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) used in connection with the their business, including, without limitation, all of the Assignor Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Effective as of the date first written above, Assignors hereby sell, transfer, assign and deliver (collectively, the "Assignment") unto Assignee all of Assignors' right, title and interest in and to all Assignor Intellectual Property, including, without limitation, the right to recover for past infringement of said Assignor Intellectual Property, and the goodwill of the business of Assignors in connection with which said Assignor Intellectual Property is used and which is symbolized by said Assignor Intellectual Property. Assignors hereby represent and warrant that the execution, delivery and performance of this Agreement by Assignors have been

duly and validly authorized by all necessary limited liability company action of Assignors, that this Agreement has been duly and validly executed and delivered by each Assignor and that this Agreement constitutes a valid and legally binding agreement of each Assignor, enforceable against each Assignor in accordance with its terms.

2. Covenants. Assignors agree to execute and deliver, upon Assignee's reasonable request, any additional assignments and/or other appropriate documentation, and undertake such additional acts, as Assignee deems to be reasonably necessary to effect the transfer of the Assignor Intellectual Property to Assignee as set forth in Section 1 (including, without limitation, the execution and delivery of such documentation and the taking of such acts as may be necessary to transfer any and all domain names Assignor Intellectual Property constituting , and access thereto, to Assignee in a timely manner).

3. Purchase Agreement Controlling. This Agreement is being executed and delivered pursuant to the Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. Binding Effect. All of the terms and provisions of this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

6. Amendments; Waivers, Etc. Neither this Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

7. Electronic Execution; Counterparts. This Agreement (i) may be executed in two or more counterparts, each of which will be deemed an original, but all of which counterparts together shall constitute but one and the same instrument, and (ii) may be executed by facsimile, email .pdf or other electronically-executed and delivered signatures. Counterparts delivered by facsimile, electronic mail (including, without limitation, Portable Document Format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com)) or other transmission method, any any counterpart so delivered shall be

deemed to constitute an original signature, have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

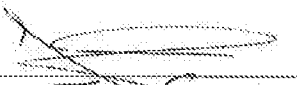
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNORS:

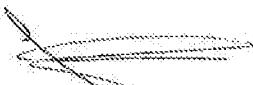
METAL PARTNERS REBAR, LLC

By: 
Name: Joe Carter
Title: Manager

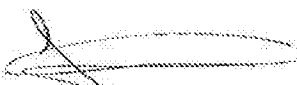
BRG HOLDING, LLC

By: 
Name: Joe Carter
Title: Manager

BGD LV HOLDING, LLC

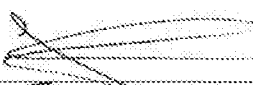
By: 
Name: Joe Carter
Title: Manager

BCG OWNCO, LLC

By: 
Name: Joe Carter
Title: Manager

ASSIGNEE:

JRC OPCO LLC

By: 
Name: Joe Carter
Title: Manager

SCHEDULE A

Assignor Intellectual Property

Trademarks:

Mark	Serial Number	Status	Registration Number	Registration Date	Intent to Use	Owner Information
REINFORCING AMERICA (Word Mark)*	88706845	Dead	N/A	N/A	No	Metal Partners Rebar, LLC
METAL PARTNERS INTERNATIONAL (Word Mark)	86868233	Live	5158878	03/14/2017	No	Metal Partners Rebar, LLC
GRUUM (Word Mark)**	87416713	Dead	N/A	N/A	Yes	BRG Holding, LLC

*Application (abandoned September 8, 2020)

*Application (abandoned January 19, 2018)

Other Intellectual Property Rights:

1. ASA Manufacturing Control Software (licensed from Applied Systems Associates, Inc.)*
2. AVG 25 User License/Internet Security Business Edition (licensed from Bryan Consulting Inc.)*
3. Software License to Operate Zebra Printer (licensed from Applied Systems Associates)*
4. Additional MetalTrax License (licensed from Kimzey Software Solutions)*
5. EDI System Programming (licensed from Soule Software)*
6. DB Upgrade (licensed from Goldstar Software)*

*Non-custom licensed software generally available to the public through an EULA