

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florestone Products Co.		07/13/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Florestone, LLC		
Street Address:	6191 N. State Hwy. 161, Suite 330		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86309751	WEDGE LOK	
Registration Number:	4825712	WEDGE LOK	
Registration Number:	4763248	FLORESTONE	
Registration Number:	4737911	SAFLOR	
Registration Number:	3117557	A SPEC ABOVE	
Registration Number:	0772646	FLORESTONE	
Registration Number:	0907040	SAFLOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6152523811		
Email:	tcapria@bradley.com		
Correspondent Name:	Timothy L. Capria		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	222181-401001		
NAME OF SUBMITTER:	Timothy L. Capria		
SIGNATURE:	/Timothy L. Capria/		

OP \$190.00 86309751

DATE SIGNED:	05/08/2021
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of July 13, 2020 (the “Effective Date”), by and between Florestone Products Co., a California corporation (the “Assignor”) and Florestone, LLC, a Delaware limited liability company (“Assignee” and, together with Assignor, the “Parties”).

WHEREAS, Assignor, Assignee, Carol Flores Deaver, and Ron Flores, have entered into that certain Asset Purchase Agreement, dated July 13, 2020 (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell, and Assignee to purchase, all Seller Intellectual Property, including the Marks listed on Schedule 1 hereto (collectively, the “Assigned Intellectual Property”); and

WHEREAS, the Parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the transfer of the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein or below shall have the meanings ascribed to such terms in the Purchase Agreement:

a. “Business” means the business of designing and manufacturing bathing fixtures, including bathtubs and showers, and other related products, and providing related services.

b. “Intellectual Property” means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any Governmental Authority or other jurisdiction: (i) trade names, trademarks and service marks, logos, symbols, domain names and other Internet addresses or identifiers, trade dress and other indicia of origin all registrations and applications for all of the foregoing and all goodwill associated therewith (collectively, “Marks”); (ii) patents and patent applications, and all extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof (collectively, “Patents”); (iii) published and unpublished works of authorship, copyrights therein and thereto, and all registrations and applications for all of the foregoing (collectively, “Copyrights”); (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, software, computer code, specifications, research and development information, technology including rights and licenses, business plans, forecasts, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other Persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, “Trade Secrets”); (v) accounts with Twitter, Facebook, Instagram, Yelp and all other social media platforms and the content found thereon and related thereto; and (vi) moral rights, publicity rights, data base rights

and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

c. “Seller Intellectual Property” means all Intellectual Property owned (in whole or in part) by or licensed to Assignor that is related to, used or held for use in connection with the Business.

2. Assignment. Effective as of the Effective Date, Assignor hereby absolutely and unconditionally assigns, transfers, sells, conveys, grants and delivers unto Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest and good and marketable title in and to the Assigned Intellectual Property, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned Intellectual Property, including the goodwill of the businesses connected to the use of any of the Assigned Intellectual Property, in all cases free and clear of all Encumbrances, the same to be held and enjoyed by Assignee, its and its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made.

3. Absolute Conveyance. The conveyance of the Assigned Intellectual Property hereunder is an absolute transfer to Assignee.

4. Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations and warranties, covenants and other provisions set forth in the Purchase Agreement, all of which are hereby incorporated by reference. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand or in any other way affect the provisions, including the representations, warranties, covenants and agreements, or the rights and remedies of any of the parties under the Purchase Agreement. This Assignment is intended only to effect the transfer of the Assigned Intellectual Property, pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and shall supersede this Assignment in all respects.

5. Further Actions. After the Effective Date, the Parties shall execute and deliver such other certificates, agreements, conveyances and other documents, and take such other action, as may be reasonably requested by the other Party in order to complete the sale, assignment, transfer and conveyance to Assignee of all of the right, title and interest of Assignor in, to and under the Assigned Intellectual Property hereby sold, assigned, transferred or conveyed, or intended so to be. Specifically, as to Assignor, Assignor hereby covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Assigned Intellectual Property) known to Assignor with respect to the Assigned Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful

oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned Intellectual Property and in enjoying the full benefits thereof. Assignor hereby constitute and appoint Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor's obligations set forth in this Agreement.

6. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office and any foreign equivalent thereto, and any other governmental body or authority to record Assignee, including any of its successors and designees, as owner of the Assigned Intellectual Property and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assigned Intellectual Property by Assignee, its successors, assigns and other legal representatives.

7. Purchase Agreement. This Agreement is delivered pursuant to the Purchase Agreement, and is subject to all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and shall supersede this Assignment in all respects.

8. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Assignment.

9. Binding Effect; Assignment. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

10. Governing Law. This Assignment and any action arising from or relating to this Assignment, any relief or remedies sought by any Parties hereto and thereto and the rights and obligations of the Parties hereunder and thereunder shall be governed by and construed and enforced in accordance with the substantive laws of the State of California, without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

11. Dispute Resolution. The Parties hereto agree that any dispute arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to, Section 7.9 (Arbitration of Disputes) of the Purchase Agreement.

12. Counterparts. This Assignment may be executed in several counterparts (including by facsimile or other electronic means), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

FLORESTONE PRODUCTS CO.

By: Ronald H. Flores
Name: CEO
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNEE:

FLORESTONE, LLC

By: 

Name: *Lowell E. Foreciper*

Title: *CEO/President*

Schedule 1

Marks

(1) Trademarks

<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>
United States	86499114	4825712	WEDGE LOK
United States	86307054	4763248	FLORESTONE
United States	86309753	4737911	SAFLOR
United States	86309751	N/A	WEDGE LOK
United States	76535765	3117557	A SPEC ABOVE
United States	72173245	0772646	FLORESTONE
United States	72354610	0907040	SAFLOR

(2) Domain Names

- florestone.com
- myflorestone.com