

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid-Am Building Supply, Inc.		02/04/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Mid-Am Holdings, LLC		
Street Address:	9440-202nd Street		
Internal Address:	#306		
City:	Langley, British Colombia		
State/Country:	CANADA		
Postal Code:	V1M 4A6		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5776646	BUILDERS CHOICE	
Registration Number:	5628899	BUILDERS CHOICE	
Registration Number:	4104073	BUILDERS CHOICE	
Registration Number:	3974418	MID-AM	
Registration Number:	3974421	MID AM	
Registration Number:	5574308	NEXT EDGE DOOR SYSTEM	
Registration Number:	5560416	NEXT EDGE	
Serial Number:	90315900	PERMA-FRAME	
Registration Number:	5633919		
Registration Number:	5746778		
Registration Number:	3879657		
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<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:	206-757-8097		
Email:	seatm@dwt.com, michaelamalone@dwt.com, cindycaditz@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	920 Fifth Avenue, Suite 3300		

CH \$290.00 5776646

Address Line 4:	SEATTLE, WASHINGTON 98104-1610
ATTORNEY DOCKET NUMBER:	119433-2
DOMESTIC REPRESENTATIVE	
Name:	Cindy L. Caditz
Address Line 1:	920 Fifth Avenue, Suite 3300
Address Line 4:	Seattle, WASHINGTON 98104-1610
NAME OF SUBMITTER:	Cindy L. Caditz
SIGNATURE:	/Cindy Caditz/
DATE SIGNED:	03/17/2022
Total Attachments: 5 source=MID-AM Building Supply, Inc. - Intellectual Property Assignment (EXECUTED)#page1.tif source=MID-AM Building Supply, Inc. - Intellectual Property Assignment (EXECUTED)#page2.tif source=MID-AM Building Supply, Inc. - Intellectual Property Assignment (EXECUTED)#page3.tif source=MID-AM Building Supply, Inc. - Intellectual Property Assignment (EXECUTED)#page4.tif source=MID-AM Building Supply, Inc. - Intellectual Property Assignment (EXECUTED)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) is made as of February 4, 2022 (the “**Effective Date**”), by and among Mid-Am Building Supply, Inc., a Missouri corporation, with an address of 1615 Omar Bradley Drive, Moberly, Missouri 65270 U.S.A. (“**Mid-Am**”) and Mid-Am Holdings, LLC, a Delaware limited liability company, with an address of #306 9440-202nd Street, Langley, British Columbia, Canada V1M 4A6 (“**Purchaser**”).

RECITALS

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated January 31, 2022, by and among Mid-Am, Purchaser, and the other parties named therein (the “**Purchase Agreement**”), Mid-Am has agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase from Mid-Am, all of Mid-Am’s right, title and interest in, to and under the Purchased Assets, free and clear of any Encumbrances other than the Permitted Encumbrances;

WHEREAS, the Purchased Assets include all of Mid-Am’s rights, title, interests and entitlements in and to the Purchased Intellectual Property, which includes the registered trademarks set forth on Exhibit A attached hereto (the “**Marks**”); and

WHEREAS, Purchaser desires to acquire all right, title and interest of Mid-Am in and to the Purchased Intellectual Property and the Marks, together with the goodwill of the Business symbolized by the Purchased Intellectual Property and the Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the value exchanged pursuant to the Purchase Agreement and other good and valuable consideration paid by Purchaser to Mid-Am, the receipt and sufficiency of which hereby is acknowledged, Mid-Am and Purchaser Agree as follows:

1. Assignment of Purchased Intellectual Property. Effective as of January 31, 2022, Mid-Am does hereby sell, assign, transfer and convey unto Purchaser its entire right, title and interest in and to the Purchased Intellectual Property and the Marks together with the goodwill of the Business symbolized by the Purchased Intellectual Property and the Marks, including the right to sue and recover for any past infringement thereof.

2. Further Assurances. From time to time after the Closing, at the reasonable request of Purchaser, Mid-Am will execute and deliver to Purchaser such other documents, assignments and other instruments and take such other actions as the other may reasonably request in order to effectuate completely the transfer to Purchaser of, and to vest fully in Purchaser title to, the Purchased Intellectual Property and the Marks.

3. Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties hereto and, except as expressly set forth in the Purchase Agreement, no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right.

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by, electronic signature, facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

[Signature Page Follows]

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

PURCHASER:

MID-AM HOLDINGS, LLC

DocuSigned by:
Faiz Karmally
By: _____
4084C839D479439
Name: Faiz Karmally
Title: Chief Financial Officer

MID-AM:

MID-AM BUILDING SUPPLY, INC.

By: _____
Name: Alan H. Knaebel
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

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

PURCHASER:

MID-AM HOLDINGS, LLC

By: _____

Name: Rob Brown

Title: President

MID-AM:

MID-AM BUILDING SUPPLY, INC.

By: _____





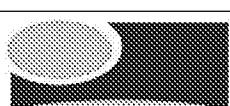

Name: Alan H. Knaebel

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

The Marks

MARK	COUNTRY	APP NO. FILE DATE	REG NO. REG DATE	CLASS(ES)	STATUS
BUILDERS CHOICE	USA	87782392 02/02/2018	5776646 06/11/2019	06	REGISTERED
BUILDERS CHOICE	USA	87576812 08/21/2017	5628899 12/11/2018	17	REGISTERED
BUILDERS CHOICE	USA	85158936 10/22/2010	4104073 02/28/2012	06	REGISTERED
BUILDERS CHOICE	State of MISSOURI	-	17367 06/16/2006	06	REGISTERED
MID-AM	USA	85158911 10/22/2010	3974418 06/07/2011	06, 19, 39	REGISTERED
MID * AM AND DESIGN 	USA	85158920 10/22/2010	3974421 06/07/2011	06, 19, 39	REGISTERED
MID-AM	State of MISSOURI	-	Reg S017366 06/16/2006	35	REGISTERED
	USA	87782430 02/02/2018	5574308 10/02/2018	06, 19	REGISTERED
NEXT EDGE	USA	87782421 02/02/2018	5560416 09/11/2018	06, 19	REGISTERED
PERMA-FRAME	USA	90315900 11/12/2020		19	PUBLISHED
	USA	87576821 08/21/2017	5633919 12/18/2018	17	REGISTERED
	USA	87782405 02/02/2018	5746778 05/07/2019	06	REGISTERED
	USA	85010601 04/09/2010	3879657 11/23/2010	06	REGISTERED
	CANADA	1499391 10/10/2010	TMA815499 01/13/2012	06	REGISTERED