

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRWAY ARCHITECTURAL RAILING SOLUTIONS, LLC		05/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ENVISION BUILDING PRODUCTS LLC		
Street Address:	1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3234042	READYRAILING	
Registration Number:	4263997	FAIRWAY	
Registration Number:	5168421	FAIRWAY ARCHITECTURAL RAILING SOLUTIONS	
Registration Number:	5193090	F	
CORRESPONDENCE DATA			
Fax Number:	7175471900		
<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:	7175561000		
Email:	trademarks@saxtonstump.com		
Correspondent Name:	Saxton & Stump, LLC		
Address Line 1:	280 Granite Run Drive		
Address Line 2:	Suite 300		
Address Line 4:	Lancaster, PENNSYLVANIA 17601		
NAME OF SUBMITTER:	Kerri J. Smith		
SIGNATURE:	/Kerri J. Smith/		
DATE SIGNED:	06/15/2022		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "*Agreement*") is entered into as of the 17th day of May, 2022 (the "*Effective Date*") between **FAIRWAY ARCHITECTURAL RAILING SOLUTIONS, LLC**, a Delaware limited liability company ("*Fairway*"), and **ENVISION BUILDING PRODUCTS LLC**, a Delaware limited liability company ("*Envision*").

RECITALS

WHEREAS, Fairway desires to assign to Envision, and Envision desires to accept, the full and exclusive right, title, and interest in and to all of the Assigned Intellectual Property (as defined herein);

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

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "*Intellectual Property*" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("*Patents*"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, whether registered or unregistered, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("*Trademarks*"); (c) rights of publicity; and (d) all other intellectual or industrial property and proprietary rights.

(b) "*Assigned Intellectual Property*" means the Intellectual Property identified in Exhibit A, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Fairway with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. Assignment. Fairway does hereby sell, assign, and transfer to Envision, and Envision hereby accepts, the full and exclusive right, title and interest throughout the world in and to the Assigned Intellectual Property, which includes, without limitation, the following:

(a) the Trademarks identified on Exhibit A, together with the goodwill of the business symbolized by and associated with such Trademarks, and all rights associated with the foregoing; and

(b) all other items identified on Exhibit A and all rights associated with the foregoing.

3. Further Cooperation. Fairway hereby agrees that, at Envision's request, Fairway shall, within thirty (30) days following Envision's request, take all further actions and execute any additional agreements and instruments as Envision may deem necessary or desirable to effect the assignment contemplated hereby and to perfect Envision's title in and to the Assigned Intellectual Property. Fairway further agrees to assist Envision and to provide such reasonable cooperation and assistance to Envision as

Envision may deem necessary or desirable in exercising and enforcing Envision's rights in the Assigned Intellectual Property.

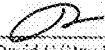
4. Ownership After Effective Date. Fairway hereby acknowledges and agrees that from the Effective Date of this Assignment, Envision shall be the exclusive owner of the entire right, title, and interest in and to the Assigned Intellectual Property.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

FAIRWAY:

**FAIRWAY ARCHITECTURAL RAILING
SOLUTIONS, LLC**

By: 
David C. Humphreys, Chairman

ENVISION:

ENVISION BUILDING PRODUCTS LLC



By: 
David C. Humphreys, Chairman

EXHIBIT A
Assigned Intellectual Property

Asset Type	Asset Identification	Registration No.
Trademark	READYRAILING	US 3,234,042
Trademark	FAIRWAY ARCHITECTURAL RAILING SOLUTIONS	US 5,168,421
Trademark	 F	US 5,193,090
Trademark	FAIRWAY	US 4,263,997






IP Assignment (FARS to EBP)

Final Audit Report

2022-05-20

Created:	2022-05-19
By:	Renee Cannon (vcannon@shb.com)
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"IP Assignment (FARS to EBP)" History

-  Document created by Renee Cannon (vcannon@shb.com)
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-  Document emailed to David H (davidh@tss100.com) for signature
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-  Email viewed by David H (davidh@tss100.com)
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-  Document e-signed by David H (davidh@tss100.com)
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