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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM749467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deco Truss Company, Inc.		08/01/2022	Corporation:

RECEIVING PARTY DATA

Name:	Raymond Building Supply, LLC		
Street Address:	2150 E. Lake Cook Rd.		
Internal Address:	Suite 1010		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	Corporation: FLORIDA		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3422344	DECO TRUSS
Registration Number:	3507277	DECO TRUSS
Registration Number:	3529879	DECO TRUSS COMPANY, INC.
Registration Number:	3507278	DECO TRUSS
Registration Number:	3529878	DECO TRUSS COMPANY, INC.
Registration Number:	3529880	DECO TRUSS

CORRESPONDENCE DATA

Fax Number:

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.

Email: sforte@honigman.com

Correspondent Name: Steven M Forte

Address Line 1: 39400 Woodward Ave

Address Line 2: Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	225689-507796
NAME OF SUBMITTER:	Steven M Forte
SIGNATURE:	/steven m forte/

DATE SIGNED:	08/18/2022			
Total Attachments: 7				
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), is made and entered into as of August 1, 2022 (the "<u>Effective Date</u>"), by Deco Truss Company, Inc., a Florida corporation ("<u>Seller</u>"), in favor of Raymond Building Supply, LLC, a Florida limited liability company ("<u>Buyer</u>"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Buyer, Seller and the other parties named thereto (the "<u>Asset Purchase Agreement</u>"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule 1</u> attached hereto and all issuances, extensions, and renewals thereof (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other

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documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Assignment, and the respective rights, duties and obligations of the parties hereunder, shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

SELLER:

DECO TRUSS COMPANY, INC.

a Florida corporation

By: Mario R. Espiñeira, Jr.

Name: Mario R. Espiñeira, Jr.

Title: Vice President

Address for notices:

104 N Bounty Lane

Key Largo, Florida 33037

Attention: Mario Espiñeira, Sr., Sonia Espiñeira,

and Mario R. Espiñeira, Jr.

with a copy (which shall not constitute notice) to:

Holland & Knight LLP

701 Brickell Avenue, Suite 3300

Miami, FL 33131

Attention: Roberto Pupo

Email: Roberto.pupo@hklaw.com

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

BUYER:

RAYMOND BUILDING SUPPLY, LLC

a Florida limited liability company

		8
By:		

Name: Manish Shanbhag

Title: Executive Vice President, General Counsel & Secretary

Address for notices:

2150 E. Lake Cook Rd., Suite 1010

Buffalo Grove, IL 60089

Attention: Manish Shanbhag

Email: manish.shanbhag@uslbm.com

with a copy (which shall not constitute notice) to:

Honigman LLP

2290 First National Building

660 Woodward Ave.

Detroit, Michigan 48226-3506

Attention: Evan Leibhan

Alexander Whang

Email: eleibhan@honigman.com awhang@honigman.com

[Signature page to Trademark Assignment Agreement]

Schedule 1

ASSIGNED TRADEMARKS

Trademark Registrations

DECO TRUSS	DECO TRUSS
United States (Federal)	Country/Jurisdiction United States (Federal)
Renewed, January 19, 2018 Office Status: Registered and Renewed Int'l Class: 06 First Use: April 1, 1983 Filed: August 21, 2007 Registered: September 30, 2008 Last Renewal: September 30, 2018 Register Type: Principal Register	Renewed, November 20, 2017 Office Status: Registered and Renewed Int'l Class: 35 First Use: April 1, 1983 Filed: August 21, 2007 Registered: May 6, 2008 Last Renewal: May 6, 2018 Register Type: Principal Register
RN: 3507277 SN: 77260487	App. No./Reg. No. RN: 3422344 SN: 77260600
Int'l Class: 06 (Int'l Class: 06) Construction materials, namely, metal trusses	Full Goods/Services Int'l Class: 35 (Int'l Class: 35) Wholesale and retail home improvement and building materials stores
Deco Truss Company, Inc. (Florida Corporation) 13980 SW 252 Street, Princeton, FL 33032 United States of America	Owner Information Deco Truss Company, Inc. (Florida Corporation) 13980 SW 252 Street, Princeton, Florida 33032 United States of America

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DECO TRUSS COMPANY, INC. and Design	<u>DECO TRUSS</u>	Mark/Name DECO TRUSS COMPANY INC. and Design
United States (Federal)	United States (Federal)	Country/Jurisdiction United States (Federal)
Renewed, March 21, 2018 Office Status: Registered and Renewed Int'l Class: 37 First Use: April 1, 1983	Renewed, February 27, 2018 Office Status: Registered and Renewed Int'l Class: 19 First Use: April 1, 1983 Filed: August 21, 2007 Registered: September 30, 2008 Last Renewal: September 30, 2018 Register Type: Principal Register	Renewed, February 14, 2018 Office Status: Registered and Renewed Int'l Class: 35 First Use: April 1, 1983 Filed: August 21, 2007 Registered: November 11, 2008 Last Renewal: November 11, 2018 Register Type: Principal Register
RN: 3529878 SN: 77260464	RN: 3507278 SN: 77260573	App. No./Reg. No. RN: 3529879 SN: 77260516
Int'l Class: 37 (Int'l Class: 37) Rendering technical aid and assistance with wholesale and retail home improvement	Int'l Class: 19 (Int'l Class: 19) Wood building material, namely, roof and floor trusses, wall panels, and prefabricated roof, floor and wall boards	Full Goods/Services Int'l Class: 35 (Int'l Class: 35) Wholesale and retail home improvement and building materials store
Deco Truss Company, Inc. (Florida Corporation) 13980 SW 252 Street, Princeton, Florida 33032	Deco Truss Company, Inc. (Florida Corporation) 13980 SW 252 Street, Princeton, FL 33032 United States of America	Owner Information Deco Truss Company, Inc. (Florida Corporation) 13980 SW 252 Street, Princeton, Florida 33032 United States of America

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DECO TRUSS	Mark/Name
United States (Federal)	Country/Jurisdiction
Renewed, July 23, 2018 Office Status: Registered and Renewed Int'l Class: 37 First Use: April 1, 1983 Filed: August 21, 2007 Registered: November 11, 2008 Last Renewal: November 11, 2018 Register Type: Principal Register	Filed: August 21, 2007 Registered: November 11, 2008 Last Renewal: November 11, 2018 Register Type: Principal Register
RN: 3529880 SN: 77260537	App. No./Reg. No.
Int'l Class: 37 (Int'l Class: 37) Rendering technical aid and assistance with wholesale and retail home improvement projects; consultation in the fields of construction and repair of residential and commercial real estate properties	Full Goods/Services projects; consultation in the fields of construction and repair of commercial and residential real estate
Deco Truss Company, Inc. (Florida Corporation) 13980 SW 252 Street, Princeton, FL 33032 United States of America	Owner Information United States of America

TRADEMARK REEL: 007825 FRAME: 0468

RECORDED: 08/18/2022