

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OmniMax International, LLC		02/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FGM-Fabral LLC		
Street Address:	16435 N. Scottsdale Rd, Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1783149	COPPER CRAFT	
Registration Number:	1352414	DECOR-FLUSH	
Registration Number:	3415904	ENDURACOTE	
Registration Number:	3180259	FABRAL	
Registration Number:	1091258	FABRIB	
Registration Number:	1955087	GRANDBEAM	
Registration Number:	1091256	GRANDRIB	
Registration Number:	1383984	GRANDRIB 3	
Registration Number:	1092112	HEFTI-RIB	
Registration Number:	1239948	MIGHTI-RIB	
Registration Number:	4265306	POWERSEAM	
Registration Number:	0831702	PRIME RIB	
Registration Number:	3731464	PROCLAD	
Registration Number:	3293587	SELECT SERIES	
Registration Number:	2341671	SHELTERGUARD	
Registration Number:	1951586	STAND 'N SEAM	
Registration Number:	3741190	STRONGCLAD	
Registration Number:	1223917	STRONGRIB	
Registration Number:	3103813	ULTRA-LOC	
		TRADEMARK	

OP \$540.00 1783149

Property Type	Number	Word Mark
Registration Number:	1091255	ULTRA-RIB
Registration Number:	3546905	VAL RIB III

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.

Phone: 4255162912
Email: chris@momentumtechlaw.com
Correspondent Name: Christopher C. Anderson
Address Line 1: 38 Jersey Cir
Address Line 2: Momentum Technology Law PLLC
Address Line 4: Centerville, UTAH 84014

NAME OF SUBMITTER:	Christopher C. Anderson
SIGNATURE:	/Christopher C. Anderson/
DATE SIGNED:	04/07/2023

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “IP Assignment”) is dated as of February 24, 2023 (the “Effective Date”), by and between FGM-Fabral LLC, a Delaware limited liability company (the “Assignee”) and OmniMax International, LLC, a Delaware limited liability company (the “Assignor”). All capitalized terms used herein but not otherwise defined in the body hereof shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 18, 2023 (the “Purchase Agreement”), by and between the Assignee and the Assignor, the Assignor has agreed to, among other things, sell, convey, transfer, assign, and deliver to the Assignee certain intellectual property assets which are described in Section 1.1 of the Purchase Agreement (to the extent such assets, properties and rights are not Excluded Assets) (the “Intangible Acquired Assets”), including without limitation the registered Intangible Acquired Assets specified on Schedule A hereto (collectively, the “Assigned IP”); and

WHEREAS, this IP Assignment is being executed and delivered by the parties in connection with the Purchase Agreement pursuant to Section 2.2(c) and Section 2.3(d) thereof.

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

1. Assignment. The Assignor hereby, sells, conveys, transfers, assigns, and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s rights, titles and interests in, to, and under the Assigned IP, including, without limitation, all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Assigned IP (to the extent such properties and rights are not Excluded Assets), the same to be held and fully enjoyed by the Assignee, its successors, assigns, and other legal representatives.

2. Further Assurances. The Assignor shall execute and deliver such instruments and documents, and take such further actions, at no material cost to the Assignor, as may be reasonably necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of any domain names specified on Schedule A hereto in accordance with the domain name transfer procedures of any applicable domain name registration authority or registrar.

3. Recordation. The Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America, and any other applicable Governmental Authority or domain name registration authority or registrar, issue or transfer the trademarks and domain names (as applicable) specified on Schedule A to the Assignee, as assignee of all goodwill and the entire right, title and interest therein or otherwise as the Assignee may direct. The Assignee shall have the right to record this IP Assignment with all applicable Governmental Authorities and domain name registration authority or registrar so as to perfect its ownership of the Assigned IP.

4. Terms of Purchase Agreement. The scope, nature, and extent of the Assigned IP is expressly set forth in the Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. The Assignee hereby acknowledges and agrees that the Assignor makes no representation or warranty, express or implied, with respect to the Assigned IP, except as expressly set forth in the Purchase Agreement, and that the Assignee is not relying

on any such representation or warranty that is not set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement will govern.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, legal representatives and permitted assigns.

6. Governing Law. This IP Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without application of choice of law or conflicts of law principles.

7. No Third-Party Beneficiaries. Nothing expressed or referred to in this IP Assignment will be construed to give any Person other than the parties to this IP Assignment any legal or equitable right, remedy, or claim under or with respect to this IP Assignment or any provision of this IP Assignment. This IP Assignment and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this IP Assignment and their permitted successors and assigns.

8. Counterparts; Electronic Copy. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This IP Assignment may be executed in facsimile copy or by other electronic means with the same binding effect as the original.

9. Amendments. This IP Assignment may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by the parties hereto.

The "Miscellaneous" provisions set forth in Article 10 of the Purchase Agreement are hereby incorporated and made a part hereof, *mutatis mutandis*.

[Signature Page Follows]

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

ASSIGNEE:

FGM-FABRAL LLC

By: 

Name: Philippe Blanchard

Title: Chief Legal Officer

ASSIGNOR:

OMNIMAX INTERNATIONAL, LLC

By: _____

Name: Mary Cullin

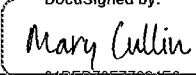
Title: Chief Financial Officer

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

ASSIGNEE: FGM-FABRAL LLC

By: _____
Name: Philippe Blanchard
Title: Chief Legal Officer

ASSIGNOR: OMNIMAX INTERNATIONAL, LLC

DocuSigned by:

By: _____
Name: Mary Cullin
Title: Chief Financial Officer

Schedule A
Assigned IP

Registered Trademarks:

Mark	Country KTS Ref.	Status	App. No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
COPPER CRAFT	United States of America 095679- 0882425	Registered	74277411 May 21, 1992	1783149 Jul 20, 1993	OmniMax International, Inc.	06 Architectural sheet metal accessories for roofing; namely, gutters, downspouts, flashings, dommers, fabricated from copper, lead-coated copper, paint grip sheet metal and painted sheet metal. 11 Ventilating louvers fabricated from copper, lead coated copper, paint grip sheet metal and painted sheet metal.	Sec 8/9 Renewal Deadline Jul 20, 2023
DECOR-FLUSH	United States of America 095679- 0882426	Registered	73518543 Jan 22, 1985	1352414 Aug 6, 1985	OmniMax International, Inc.	06 Aluminum construction panels.	Sec 8/9 Renewal Deadline Aug 6, 2025
ENDURACOTE	United States of America 095679- 0882427	Registered	78792948 Jan 17, 2006	3415904 Apr 22, 2008	OmniMax International, Inc.	06 Coated metal roofing and siding.	Sec 8/9 Renewal Deadline Apr 22, 2028
FABRAL	United States of America 095679- 0882413	Registered	78743596 Oct 31, 2005	3180259 Dec 5, 2006	OmniMax International, Inc.	02 Touch-up paint. 06 Metal standing seam, exposed fastener and concealed fastener roofing and siding panels; metal roofing and siding accessories, namely building trim and soffits; metal rain carrying equipment, namely, gutters and downspouts; metal fasteners, namely, nails, screws, clips; metal pipe boots and panel closures; flat sheets and coils	Sec 8/9 Renewal Deadline Dec 5, 2026

						17 Sealant for buildings and adhesive tapes for industrial and commercial use. 19 Non-metal roofing underlayments; polycarbonate and fiberglass roofing panels.	
FABRIB	United States of America 095679-0882415	Registered	73114339 Feb 1, 1977	1091258 May 16, 1978	OmniMax International, Inc.	06 Metal roofing and siding.	Sec 8/9 Renewal Deadline May 1, 2028
GRANDBEAM	United States of America 095679-0882417	Registered	74656665 Apr 6, 1995	1955087 Feb 6, 1996	OmniMax International, Inc.	06 Metal roofing and siding.	Sec 8/9 Renewal Deadline Feb 6, 2026
GRANDRIB	United States of America 095679-0882418	Registered	73114337 Feb 1, 1977	1091256 May 16, 1978	OmniMax International, Inc.	06 Metal roofing and siding.	Sec 8/9 Renewal Deadline May 16, 2028
GRANDRIB 3	United States of America 095679-0882432	Registered	73552336 Aug 7, 1985	1383984 Feb 25, 1986	OmniMax International, Inc.	06 Metal roofing and siding.	Sec 8/9 Renewal Deadline Feb 25, 2026
HEFTI-RIB	United States of America 095679-0882437	Registered	73125284 May 4, 1977	1092112 May 30, 1978	OmniMax International, Inc.	06 Metal roofing and siding.	Sec 8/9 Renewal Deadline May 30, 2028
MIGHTI-RIB	United States of America 095679-0882435	Registered	73290375 Dec 19, 1980	1239948 May 31, 1983	OmniMax International, Inc.	06 Metal roofing and siding sheets.	Sec 8/9 Renewal Deadline May 31, 2023

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POWERSEAM	United States of America 095679-0882504	Registered	85378853 Jul 22, 2011	4265306 Dec 25, 2012	OmniMax International, Inc.	06	Metal roofing panels.	Sec 8/9 Renewal Deadline	Dec 2, 2022
PRIME RIB	United States of America 095679-0882505	Registered	72263337 Jan 26, 1967	831702 Jul 11, 1967	OmniMax International, Inc.	19	Metal roofing and siding sheets.	Sec 8/9 Renewal Deadline	Jul 11, 2027
PROCLAD	United States of America 095679-0882506	Registered	78656726 Jun 23, 2005	3731464 Dec 29, 2009	OmniMax International, Inc.	06	Metal panels for use in construction of building walls and roofs.	Sec 8/9 Renewal Deadline	Dec 29, 2029
SELECT SERIES	United States of America 095679-0882507	Registered	78656768 Jun 23, 2005	3293587 Sep 18, 2007	OmniMax International, Inc.	06	Metal panels for use in construction of building walls and roofs.	Sec 8/9 Renewal Deadline	Sep 18, 2027
SHELTERGUARD	United States of America 095679-0882509	Registered	75300938 May 30, 1997	2341671 Apr 11, 2000	OmniMax International, Inc.	06	Metal roofing and siding.	Sec 8/9 Renewal Deadline	Apr 11, 2030
STAND 'N SEAM	United States of America 095679-0882511	Registered	74656664 Apr 6, 1995	1951586 Jan 23, 1996	OmniMax International, Inc.	06	Metal roofing and siding.	Sec 8/9 Renewal Deadline	Jan 23, 2026
STRONGGLAD	United States of America 095679-0882512	Registered	78661601 Jun 30, 2005	3741190 Jan 19, 2010	OmniMax International, Inc.	06	Metal panels for use in construction of building walls and roofs.	Sec 8/9 Renewal Deadline	Jan 19, 2030
STRONGRIB	United States of America 095679-0882513	Registered	73294750 Jan 28, 1981	1223917 Jan 18, 1983	OmniMax International, Inc.	06	Metal roofing and siding.	Sec 8/9 Renewal Deadline	Jan 18, 2023

ULTRA-LOC	United States of America 095679-0882516	Registered	78656739 Jun 23, 2005	3103813 Jun 13, 2006	OmniMax International, Inc.	06 Metal panels for use in construction of building roofs.	Sec 8/9 Renewal Deadline	Jun 13 2026
ULTRA-RIB	United States of America 095679-0882517	Registered	73114336 Feb 1, 1977	1091255 May 16, 1978	OmniMax International, Inc.	06 Metal roofing and siding.	Sec 8/9 Renewal Deadline	May 1 2028
VAL RIB III	United States of America 095679-0882518	Registered	78656715 Jun 23, 2005	3546905 Dec 16, 2008	OmniMax International, Inc.	06 Metal panels for use in construction of building walls and roofs.	Sec 8/9 Renewal Deadline	Dec 16 2028

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Registered Domain Names:

Domain Name	Status
ARCHITECTURALROOF.COM	Active
COPPERCRAFT.COM	Active
fabral-lowes.com	Active
FABRAL-THD.COM	Active
FABRAL.COM	Active
FABRAL.NET	Active
FABRALARCHITECTURALSYSTEMS.COM	Active
FABRALSUCKS.COM	Active