

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perimeter Roofing Georgia Inc.		05/12/2023	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	XYZ Roofco, LLC		
Street Address:	550 Maltbie Street		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5495927	PERIMETER ROOFING	
Registration Number:	5495926	PERIMETER ROOFING	
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>			
Email:	tadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	05/24/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 12, 2023, is made by and between Perimeter Roofing Georgia Inc., a Georgia corporation ("Buford"), in favor of XYZ Roofco, LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. Pursuant to an Asset Purchase and Contribution Agreement dated as of the date hereof by and between Buyer, Buford and certain other parties thereto (the "Purchase Agreement"), Buford has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Buford, including the trademarks listed on Schedule A attached hereto.

B. Buford is the owner of the trademarks listed on Schedule A.

C. Buford desires by execution of this Trademark Assignment to confirm the assignment of all its rights, title and interest in and to the Assigned Trademarks (defined below) to Buyer, and Buyer desires by execution of this Trademark Assignment to confirm the assignment of all of Buford's rights, title, and interest in the Assigned Trademarks to Buyer.

AGREEMENTS

For good and valuable consideration, including that recited in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademark as follows:

1. Assignment. Buford hereby irrevocably sells, conveys, transfers, and assigns to Buyer (and its successors and assigns), and Buyer hereby accepts, Buford's entire right, title, and interest in and to the trademarks set forth on Schedule A, together with (a) all issuances, extensions, and renewals thereof, (b) the common law rights and goodwill connected with the use of, and symbolized by, thereof; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect thereto; and (d) any and all claims and causes of action with respect thereto, 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 (collectively, the "Assigned Trademarks").

2. Recordation and Further Actions. Buford hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Buford 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 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. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Buford and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

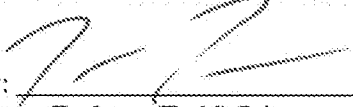
5. Governing Law. This Trademark Assignment, and all claims or causes of action based upon, arising out of, or related to this Trademark Assignment, shall be governed by, and construed in accordance with, the applicable law of the State of Delaware, without giving effect to principles or rules of conflicts of law principles that would cause or permit the application of the applicable law of any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

BUFORD:

PERIMETER ROOFING, GEORGIA INC.

By: 
Name: Zachary (Todd) Price
Title: Chief Executive Officer

BUYER:

XYZ ROOFCO, LLC

By: _____
Name: Daniel Gregg
Title: Vice President

TRADEMARK

REEL: 008083 FRAME: 0306 1936141c6

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

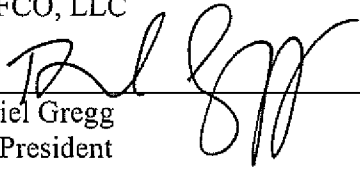
BUFORD:

PERIMETER ROOFING GEORGIA INC.

By: _____
Name: Zachary (Todd) Price
Title: Chief Executive Officer


BUYER:

XYZ ROOFCO, LLC

By: _____ 
Name: Daniel Gregg
Title: Vice President

Schedule A

Trademarks

Mark	Registration No.	Registration Date	Owner
PERIMETER ROOFING	54,95927	June 19, 2018	Buford
	54,95926	June 19, 2018	Buford