

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zachary Todd Price		04/11/2023	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perimeter Roofing Georgia Inc.		
<b>Street Address:</b>	550 Maltbie Street		
<b>City:</b>	Lawrenceville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30046		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5495927	PERIMETER ROOFING	
<b>Registration Number:</b>	5495926	PERIMETER ROOFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	tmadmin@reinhartlaw.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N. Water Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Heidi R. Thole		
<b>SIGNATURE:</b>	/hrt/		
<b>DATE SIGNED:</b>	05/24/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 11, 2023, is made by Zachary Todd Price ("**Assignor**"), in favor of Perimeter Roofing Georgia Inc., a Georgia corporation ("**Assignee**").

### Background

A. Assignor, Assignee and several of their affiliates are in the process of negotiating the terms and conditions of an asset purchase and contribution agreement ("**APA**") with a third party buyer, pursuant to which, among other things, Assignee (and such other affiliates) will sell all or substantially all of their assets to such buyer.

B. Assignor is a shareholder of Perimeter Group Holdings, Inc., a Georgia corporation ("**PGH**"). PGH is the sole shareholder of Assignee. As such, Assignor will receive material proceeds in connection with the closing of the transaction contemplated by the APA and will be materially benefited by the transactions contemplated by the APA.

C. Assignor is the sole and exclusive owner of the trademark registrations set forth on Schedule A, which trademark registrations are material to the operations of the business of Assignee (and such other affiliates).

D. Execution of this Trademark Assignment is a condition to buyer's obligation to consummate the transactions contemplated by the APA.

### Agreements

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the Background, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "**Assigned Trademarks**"), free and clear of all liens, security interests and other encumbrances: (a) the trademarks set forth on Schedule A and all issuances, extensions, and renewals thereof (the "**Trademarks**"), (b) the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (c) all rights of any kind whatsoever of Assignor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and (e) any and all claims and causes of action with respect to any of the Trademarks, 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. Recordation and Further Actions. Assignor 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 Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Assignor may not assign or otherwise transfer this Trademark Assignment or any of its rights, interests or obligations hereunder without the consent of Assignee.

4. No Representation. Each of the parties hereto acknowledges and agrees that Reinhart Boerner Van Deuren s.c. has prepared this Trademark Agreement solely as an administrative convenience to the parties. Reinhart Boerner Van Deuren s.c. has not represented Assignor or Assignee or provided any legal advice to Assignor or Assignee concerning the transactions contemplated by this Trademark Agreement or otherwise. Assignor or Assignee have each had an opportunity to consult with separate legal counsel concerning this Trademark Agreement. Reinhart Boerner Van Deuren s.c. shall have no liability to Assignor or Assignee for its role in preparing this Trademark Agreement or any other documentation regarding the transactions contemplated by this Trademark Agreement.

5. Background. The introductory language and the Background set forth above shall be deemed incorporated herein by reference.

6. 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.

7. 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 shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

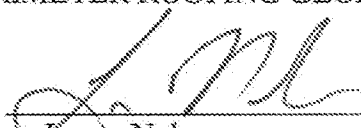
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR

  
\_\_\_\_\_  
Zachary Todd Price


ASSIGNEE

PERIMETER ROOFING GEORGIA INC.

By:   
\_\_\_\_\_  
Name: Lance Noles  
Title: Partner and CFO

SCHEDULE A

Assigned Trademarks

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