

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Donald R. Gordon		07/21/2023	INDIVIDUAL: UNITED STATES
Ann P. Gordon		07/21/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Peacock Pavers Acquisition, LLC		
Street Address:	201 S. Stratford Road		
Internal Address:	Suite 200		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97912518	PEACOCK PAVERS	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<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:	404-815-6500		
Email:	brook@kilpatricktownsend.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Beth Rook		
SIGNATURE:	/Beth Rook/		
DATE SIGNED:	07/27/2023		
Total Attachments: 5			
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**TRADEMARK
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "IP Assignment"), is made and entered into as of this 21st day of July, 2023, by and between Donald R. Gordon, an individual resident of Alabama ("D. Gordon") and Ann P. Gordon, an individual resident of Alabama (together with D. Gordon, the "Assignors", each being an "Assignor") and Peacock Pavers Acquisition, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignors and Assignee have entered into an Asset Purchase Agreement of even date herewith by and between Assignors, Assignee, and Sellers (the "Purchase Agreement"), pursuant to which Sellers have agreed to sell Assignee substantially all of the assets related to or used in the Business.

B. Assignors are the record and beneficial owners of all of the issued and outstanding equity interests in Sellers.

C. Certain intellectual property assets that are used or held for use in the Business are owned by Assignors, and Assignors have agreed, pursuant to the Purchase Agreement, to transfer such assets to Assignee, and Assignee has agreed to accept and assume the same.

D. This IP Assignment is being executed and delivered pursuant to the Purchase Agreement and, unless otherwise defined herein, capitalized terms used, but not defined, herein have the meanings ascribed to such terms in the Purchase Agreement.

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

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, free and clear of any and all Encumbrances, and Assignee hereby accepts and assumes, all of such Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Trademark**");

(b) all rights of any kind whatsoever of such Assignor 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. Recordation and Further Actions. Assignors hereby authorize 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 IP Assignment upon request by Assignee. Following the date hereof, Assignors 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 IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned IP. 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 hereof, the terms of the Purchase Agreement shall govern.


4. Headings. The section headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this IP Assignment.

5. Incorporation by Reference of Certain Sections of Purchase Agreement. Sections 7.2, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, and 7.12 of the Purchase Agreement shall apply to this IP Assignment, *mutatis mutandis*, except that with regard to Section 7.5 of the Purchase Agreement, this IP Assignment shall also be governed by and construed in accordance with the laws of the United States of America, as applicable.


[Signature(s) appear on following page(s).]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date set forth above.

ASSIGNORS:



Donald R. Gordon



Ann P. Gordon

ASSIGNEE:

PEACOCK PAVERS ACQUISITION, LLC

By: _____
Name: Robert S. Gefaell, Jr.
Title: Manager

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date set forth above.

ASSIGNORS:

Donald R. Gordon

Ann P. Gordon

ASSIGNEE:

PEACOCK PAYERS ACQUISITION, LLC

DocuSigned by:
Robert Gefaell

By: _____
Name: Robert S. Gefaell, Jr.
Title: Manager

SCHEDULE 1
TRADEMARK

Word Mark	Jurisdiction	Trademark Serial Number	Issue Date
PEACOCK PAVERS	United States of America	97912518	April 28, 2023