

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM842666

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900800538

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CERTAINTEED LLC		07/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barrette Outdoor Living, Inc.
Street Address:	7830 Freeway Circle
City:	Middleburg Heights
State/Country:	OHIO
Postal Code:	44130
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6059419	ALLEGHENY
Registration Number:	5464479	ASHLAND
Registration Number:	3356151	BUFFTECH
Registration Number:	3442126	CERTAGRAIN
Registration Number:	6552971	COLORLAST
Registration Number:	4627074	ECOSTONE
Registration Number:	2430127	EVERNEW
Registration Number:	5325688	EVERVIEW
Registration Number:	5699047	FENCE-IT
Registration Number:	3326317	PANORAMA
Registration Number:	3609489	SIMTEK

CORRESPONDENCE DATA

Fax Number: 4048156555

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: 404-815-6500

Email: ftaylor@kilpatricktownsend.com

Correspondent Name: Kilpatrick Townsend & Stockton LLP

Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 2: Attn: Christine P. James
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 1374704

NAME OF SUBMITTER: K. Faye Taylor, Paralegal

SIGNATURE: /K. Faye Taylor/

DATE SIGNED: 09/28/2023

Total Attachments: 7

source=Trademark and Domain Name Assignment Agreement#page1.tif

source=Trademark and Domain Name Assignment Agreement#page2.tif

source=Trademark and Domain Name Assignment Agreement#page3.tif

source=Trademark and Domain Name Assignment Agreement#page4.tif

source=Trademark and Domain Name Assignment Agreement#page5.tif

source=Trademark and Domain Name Assignment Agreement#page6.tif

source=Trademark and Domain Name Assignment Agreement#page7.tif

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “Agreement”) is entered into effective as of July 31, 2023 (the “Effective Date”), by and between CERTAINTEED LLC, a Delaware limited liability company (“Assignor”), and BARRETTE OUTDOOR LIVING, INC., an Ohio corporation (“Assignee”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Assignor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks that are part of the Transferred IP, whether registered or unregistered, including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto (collectively, the “Trademarks”);

WHEREAS, Assignor is the owner and registrant of certain domain names that are part of the Transferred IP that are listed in Schedule B hereto (the “Domain Names”);

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated June 15, 2023 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, among other assets, the Trademarks and Domain Names, and has agreed to execute and deliver this Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Parties agree as follows:

1. Assignment.

a. Assignor, for good and valuable consideration pursuant to the Purchase Agreement, the receipt and sufficiency of which the Parties acknowledge, hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Trademarks, including Assignor’s Intellectual Property rights in the Trademarks and the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill associated with the Trademarks, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place.

b. Assignor, for good and valuable consideration pursuant to the Purchase Agreement, the receipt and sufficiency of which the Parties acknowledge, hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Domain Names, and the Assignor’s right to pursue all causes of action arising out of or related to the rights in and to the Domain Names, whether arising before or after the Effective Date, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place.

2. Registration. Assignee will be entitled to register this Agreement at the relevant intellectual property offices. Assignor shall give Assignee any powers and authorization necessary for this purpose and, at the request of Assignee or its designee, shall execute any further documents necessary to give full effect to this Agreement. The expenses of such registrations and additional documents will be borne by Assignee.

3. Further Action. The Parties shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and the

Purchase Agreement, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Agreement and the Purchase Agreement; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Trademarks and Domain Names (including, without limitation, with any applicable Governmental Entity), and for any and all costs, expenses and fees associated therewith. Assignor constitutes and appoints Assignee as its agent attorney in its name and on its behalf to execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other commercially reasonable documents that Assignor fails or refuses to execute and deliver, this power and agency being coupled with an interest and being irrevocable. Without limiting the foregoing, at or following Closing, Assignor shall provide to Assignee all credentials necessary to transfer the Domain Name registrations and administrative control thereof to Assignee, and Assignor shall execute or otherwise complete all applicable paperwork or electronic forms required by the applicable Internet domain name registrar for each Domain Name.

4. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Assignor or Assignee; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee or Assignor. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state. All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 11.15 of the Purchase Agreement.

6. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) Party, but all such counterparts taken together shall constitute one and the same instrument.

7. Notices. Any notice, request or other document to be given hereunder to either Party hereto shall be given in the manner in Section 11.03 of the Purchase Agreement.

8. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of an arbitral tribunal or court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the arbitral tribunal or court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the arbitral award or judgment may be appealed.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns under the Purchase Agreement.

10. Amendment and Waivers. Any provision of this Agreement may be amended or waived only in a writing signed: (a) in the case of any amendment, by the Assignor and the Assignee; and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

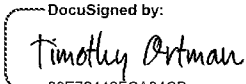
ASSIGNOR:

CERTAINEED LLC

By: _____
Name:
Its:

ASSIGNEE:

BARRETTE OUTDOOR LIVING, INC.

By:  _____
Name: Timothy Ortman
Its: Vice President

**SCHEDULE A
TRADEMARKS**

(1) Registered Trademarks

Trademark	Country	Classes	Registration
ALLEGHENY	United States of America	17 Int.	6059419
ASHLAND	United States of America	19 Int.	5464479
ASHLAND	Canada	19 Int.	TMA1064519
BUFFTECH	United States of America	19 Int.	3356151
CERTAGRAIN	Canada	19 Int.	TMA793361
CERTAGRAIN	United States of America	19 Int.	3442126
COLORLAST	Canada	00 Nat.	TMA843895
COLORLAST	United States of America	19 Int.	6552971
ECOSTONE	United States of America	19 Int.	4627074
EDGEWOOD	Canada	19 Int.	TMA809246
EVERNEW	United States of America	19 Int.	2430127
EVERVIEW	United States of America	42 Int.	5325688
EVERVIEW	Canada	42 Int.	TMA1068315
FENCE-IT	Canada	42 Int.	TMA1089445
FENCE-IT	United States of America	42 Int.	5699047
PANORAMA	United States of America	19 Int.	3326317
SIMTEK	United States of America	19 Int.	3609489

(2) Unregistered Trademarks

Mark
Aristocrat II
Ashland
Baron
Beaumont
Breezewood
Brookline
Canterbury
Cape Cod
Chesterfield
Classic Impressions
Columbia
Countess
Crossbuck
Danbury
Deco rail
Galveston
Huntington
Hyde Park
Imperial
Kingston
Manchester
Millbrook
Monarch
New Lexington
Oxford
Princeton
Rothbury
Sherwood
Victorian
Vineyard
Yorkshire
Westminster
Windzone Performance