

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleetwood Aluminum Products, Inc.		10/17/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fleetwood Aluminum Products, LLC		
Street Address:	1 Fleetwood Way		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92879		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6699565	ARCHE-DUCT	
Registration Number:	5073036	F	
Registration Number:	5073037	FLEETWOOD	
Registration Number:	2061265	F	
CORRESPONDENCE DATA			
Fax Number:	3059615812		
<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:	3055790812		
Email:	mary.marcos@gtlaw.com		
Correspondent Name:	Manuel R. Valcarcel, Esq.		
Address Line 1:	333 S.E. 2nd Avenue, 44th Floor		
Address Line 2:	Greenberg Traurig, P.A.		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Manuel Valcarcel, Esq.		
SIGNATURE:	/Manuel Valcarcel/		
DATE SIGNED:	10/18/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered effective as of this 17 day of October, 2023 ("Effective Date") by Fleetwood Aluminum Products, Inc., a California corporation ("Assignor"), to and in favor of Fleetwood Aluminum Products, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement entered into as of the Effective Date (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any and all (i) patents, patent applications, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (ii) trademarks, service marks, logos, slogans, trade dress, domain names, social media account handles and other similar indicia of source, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable works of authorship, (iv) trade secrets and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies that constitute trade secrets as defined under the Uniform Trade Secrets Act, (v) proprietary software or firmware, including data files, source code, object code, application programming interfaces, graphical user interfaces, architecture, files, records, schematics, data flow diagrams, computerized databases and other related specifications and documentation and (vi) applications and registrations for the foregoing, including, without limitation, the patents and trademark registrations listed on Schedule A attached hereto (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same in Assignee's own name.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions set forth in the Contribution Agreement. This Assignment being intended solely to effect the transfer of the property forming part of the assets contributed, sold and purchased pursuant to the Contribution Agreement in accordance with the Contribution Agreement.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Assigned Intellectual Property identified in Schedule A attached hereto.

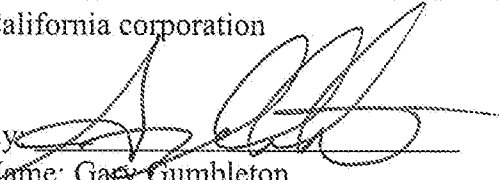
Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the Assigned Intellectual Property; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Intellectual Property, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to the Assigned Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

FLEETWOOD ALUMINUM PRODUCTS, INC., a California corporation

By 

Name: Gary Gumbleton

Title: Chief Executive Officer

STATE OF CALIFORNIA)
)
COUNTY OF _____)

SS:

The foregoing Assignment was acknowledged before me this 1 day of October, 2023 by Gary Gumbleton, Chief Executive Officer of Fleetwood Aluminum Products, Inc., a California corporation. He is personally known to me or has produced _____ as identification.

Notary: _____

Print Name: _____

[NOTARIAL SEAL]

Notary Public, State of California

My commission expires: See California Attachment

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

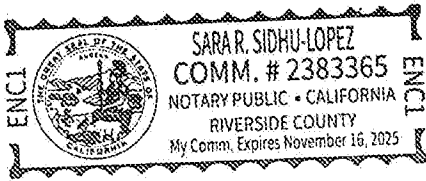
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 10/17/2023 before me, Sara R. Sidhu-Lopez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mary Humbleton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT

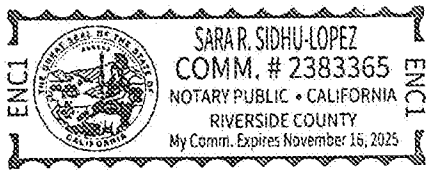
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 10/17/2023 before me, Sara R. Sidhu-Lopez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Gary Sumblerton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other:

Other:

Signer is Representing:

Signer is Representing:





SCHEDULE A


ASSIGNED INTELLECTUAL PROPERTY

Patents:

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
United States	8,186,189	5/29/2012	Latch Assembly
United States	10,801,240	10/13/2020	Flush to Floor Sill Track and Assembly For Sliding Glass Windows
United States	11,002,053	5/11/2021	Flush to Floor Sill Track and Assembly For Sliding Glass Windows
United States	11,352,829	6/7/2022	Window Assembly Having Frameless Appearance and Removable Glass

Trademark Registrations:

<u>Country/Mark</u>	<u>Registration No.</u>
US ARCHE-DUCT	6699565
US 	5073036
US FLEETWOOD	5073037
US 	2061265
Canada 	TMA1038787
Canada FLEETWOOD	TMA1038789
Mexico 	1714449

Mexico 	1717218
Mexico FLEETWOOD	1714450
Mexico FLEETWOOD	1717219

Domain Names:

- Fleetwoodsalsandservice.com
- Fleetwoodwindowsanddoors.net
- Fleetwoodwindowsanddoors.com
- Fleetwoodwindowanddoor.com
- Fleetwoodwindowanddoors.com
- Fleetwoodwindowsanddoor.com
- Fleetwoodwindowproducts.com
- Fleetwoodluxurywindows.com
- Fleetwoodwindowssystems.com
- Fleetwooddoors.com
- Fleetwood-usa.com
- Fleetwooddoorsandwindows.com
- Fleetwooddoorandwindows.com
- Fleetwooddoorandwindow.com
- Fleetwoodaluminumproducts.com
- Fleetwoodusa.com
- Fleetwoodusa.net

Social Media Accounts

- Instagram: @Fleetwood_windows_doors
- YouTube: @fleetwoodwd
- LinkedIn: www.linkedin.com/company/fleetwood-windows-and-doors
- Houzz: <https://www.houzz.com/professionals/door-sales-and-installation/fleetwood-windows-and-doors-pfvwus-pf-1199580656?>