

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI29132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oklahoma Structural, LLC		02/09/2024	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Company Name:	Groundworks Oklahoma, LLC		
Street Address:	1741 Corporate Landing Pkwy		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6099047	M METRO STRUCTURAL FOUNDATION REPAIR & DRAINAGE	
Registration Number:	6099046	METRO STRUCTURAL	
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>			
Phone:	8584583000		
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	April White		
Address Line 1:	4655 Executive Dr., Suite 350		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	46998.00026		
NAME OF SUBMITTER:	April White		
SIGNATURE:	April White		
DATE SIGNED:	02/15/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made and entered into as of February 9, 2024 by and between Oklahoma Structural, LLC, an Oklahoma limited liability company (“**Assignor**”), and Groundworks Oklahoma, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on **Schedule A** hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on **Schedule A** (the “**Marks**”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, 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 rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **AUTHORIZATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to accept and record this Assignment and to issue the Marks to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. **GENERAL.**

4.1 **Severability.** In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision

or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

4.5 Counterparts; Deliveries. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same assignment. This Assignment may be executed by facsimile or electronic (.pdf) signature (including DocuSign) and facsimile or electronic (.pdf) signature (including DocuSign) shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

GROUNDWORKS OKLAHOMA, LLC, Assignee

DocuSigned by:

Matthew Malone

By: _____
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Name: Matthew Malone

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

OKLAHOMA STRUCTURAL, LLC. Assignor

By: 

Name: _____

Title: _____


E. Steve Cole
Manager

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
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SCHEDULE A

MARKS

Mark	Ser. No. / Filing Date	Reg. No. / Reg. Date
M METRO STRUCTURAL FOUNDATION REPAIR & DRAINAGE Design 	88482209 June 20, 2019	6099047 July 14, 2020
METRO STRUCTURAL	88482111 June 20, 2019	6099046 July 14, 2020