

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5704907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.	09/03/2019
RECEIVING PARTY DATA	
Name:	WESTON SOLUTIONS, INC.
Street Address:	1400 WESTON WAY
City:	WEST CHESTER
State/Country:	PENNSYLVANIA
Postal Code:	19380
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6711851
Patent Number:	6862842
Patent Number:	7900397
Patent Number:	8122682
Patent Number:	7997027
Patent Number:	8132365
Patent Number:	8555545
CORRESPONDENCE DATA	
Fax Number:	(302)300-3456
<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:	302-300-3468
Email:	joan.kluger@btlaw.com
Correspondent Name:	JOAN T. KLUGER
Address Line 1:	BARNES & THORNBURG LLP
Address Line 2:	1000 N. WEST STREET, SUITE 1500
Address Line 4:	WILMINGTON, DELAWARE 19801
ATTORNEY DOCKET NUMBER:	34694-2
NAME OF SUBMITTER:	JUDITH WRAY
SIGNATURE:	/Judith Wray/
DATE SIGNED:	09/06/2019

PATENT

Total Attachments: 9

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page1.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page2.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page3.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page4.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page5.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page6.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page7.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page8.tif

source=Patent Assignment GreenGrid Weston Fully Executed_as recorded#page9.tif

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of August 30, 2019, is made by American Builders & Contractors Supply Co., Inc. ("**ABC**"), in favor of Weston Solutions, Inc. ("**Weston**"), the purchaser of certain assets of ABC pursuant to an Asset Purchase Agreement between Weston and ABC, dated as of August 30, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, ABC has conveyed, transferred, and assigned to Weston, certain intellectual property of ABC, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ABC hereby irrevocably conveys, transfers, and assigns to Weston, and Weston hereby accepts, all of ABC's right, title, and interest in and to the following (the "**Assigned Patents**"):
 - (a) the patents set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, all patent applications and patents claiming priority thereto, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
 - (b) all rights of any kind whatsoever of ABC 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 hereafter due or payable with respect to any and all of the foregoing;
 - (d) all rights of ABC in the product mold(s) associated with the patented subject matter; and
 - (e) 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, 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. ABC hereby authorizes the Commissioner for Patents 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 Patent Assignment upon request by Weston. Following the date hereof, upon Weston's reasonable request, and at Weston's sole cost and expense, ABC shall take such steps and actions, and provide such cooperation and assistance to Weston 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 Patents to Weston, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of ABC and Weston with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent 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 Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

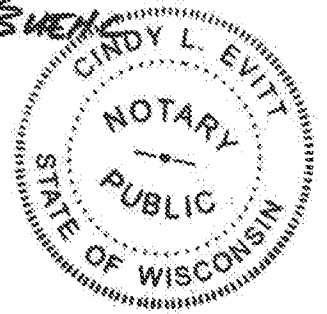
6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ABC has duly executed and delivered this Patent Assignment as of the date first above written.

AMERICAN BUILDERS &
CONTRACTORS SUPPLY CO., INC.

By: Todd M Buehig
Name: TODD M BUEHIG
Title: CFO



[ACKNOWLEDGMENT
STATE OF WISCONSIN)
COUNTY OF ROCK)

)
)SS.
)

On the 3 day of ~~August~~ ^{SEPT.}, 2019, before me personally appeared Todd Buehig [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CFO [SIGNATORY TITLE] of American Builders & Contractors Supply Co., Inc., and acknowledged the instrument to be the free act and deed of American Builders & Contractors Supply Co., Inc. for the uses and purposes mentioned in the instrument.

Cindy L. Evitt
Notary Public
Printed Name: CINDY L. EVITT

My Commission Expires:
9/14/2020

AGREED TO AND ACCEPTED:

WESTON SOLUTIONS, INC.

By: *Megan Schwartz*
Name: Megan Schwartz
Title: Assistant Corporate Secretary

ACKNOWLEDGMENT

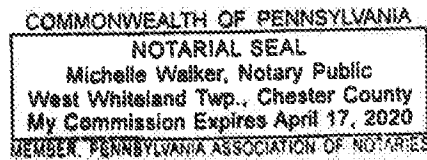
COMMONWEALTH OF)
PENNSYLVANIA)SS.
)

COUNTY OF CHESTER

On the 27th day of August, 2019, before me personally appeared MEGAN SCHWARTZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the ASSISTANT CORPORATE SECRETARY of Weston Solutions, Inc. and acknowledged the instrument to be the free act and deed of Weston Solutions, Inc. for the uses and purposes mentioned in the instrument.

Michelle Walker
Notary Public
Printed Name: Michelle Walker

My Commission Expires: 4/17/20



SCHEDULE 1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Modular green roof system, apparatus and methods, including modular panels with complimentary edge systems	US	6,711,851	3/30/04
Modular green roof system, apparatus and methods, including pre-seeded modular panels	US	6,862,842	3/8/05
Modular green roof system, apparatus and methods, including interconnecting modular panels	US	7,900,397	3/8/11
Modular Ballast System For Membrane Roofs	US	8,122,682	02/28/2012
Modular roof system with border secured without fastener	US	7,997,027	8/16/11
Modular Green Roof Systems Accommodating Irrigation Heads	US	8,132,365	3/13/12
Enhanced Vegetative Roof System	US	8,555,545	10/15/13

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of August 30, 2019, is entered into between American Builders & Contractors Supply Co., Inc. a Delaware corporation ("ABC"), and Weston Solutions, Inc., a Pennsylvania corporation ("Weston").

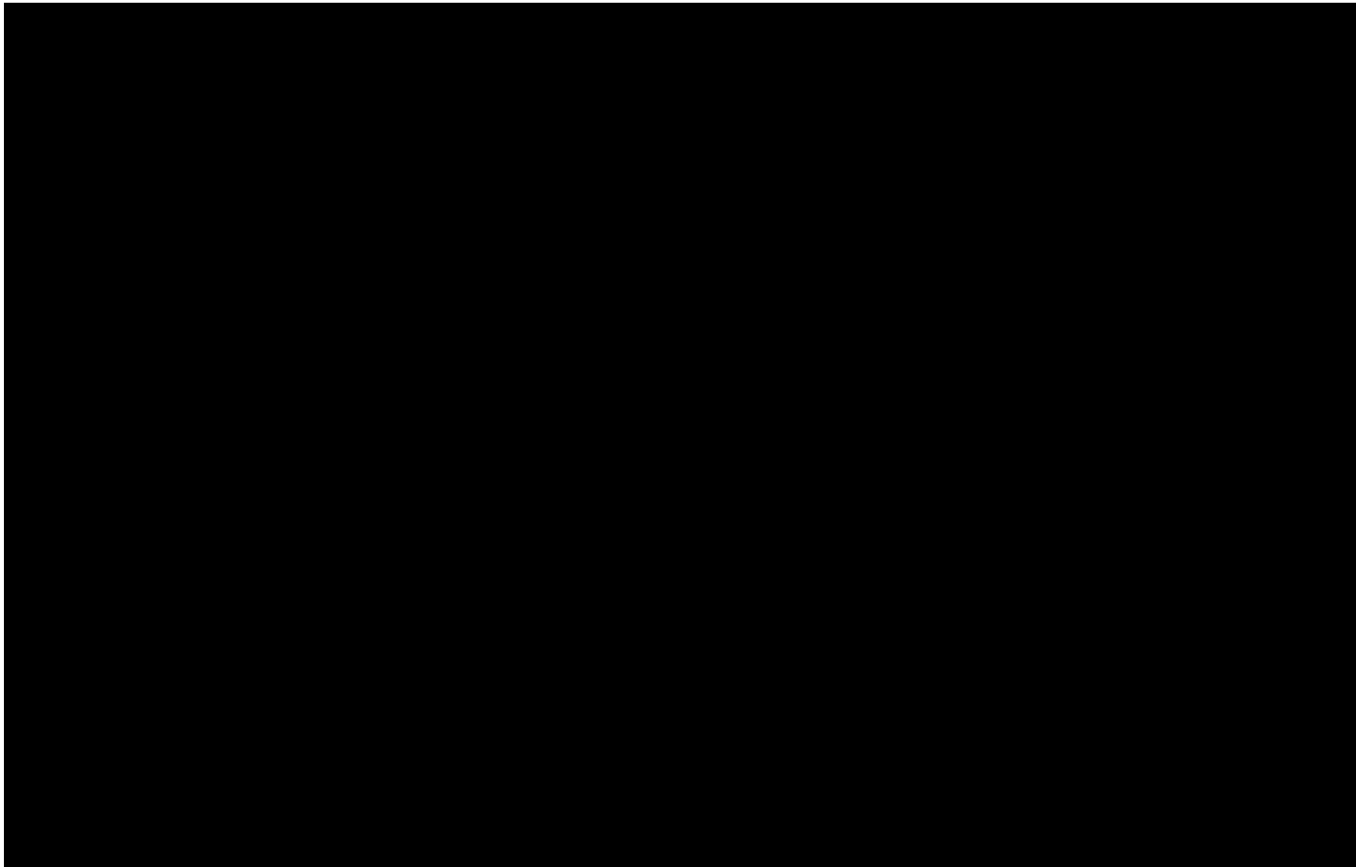
RECITALS

WHEREAS, Weston and ABC are parties to an Amended and Restated Patent & Trademark License Agreement dated effective as of January 1, 2003 (as amended or supplemented prior to the date hereof (the "GreenGrid Agreement"); and

WHEREAS, ABC wishes to sell and assign to Weston, and Weston wishes to purchase from ABC, the GreenGrid IP (as defined herein), subject to the terms and conditions set forth herein, and the parties wish to terminate the GreenGrid Agreement in connection with such purchase.

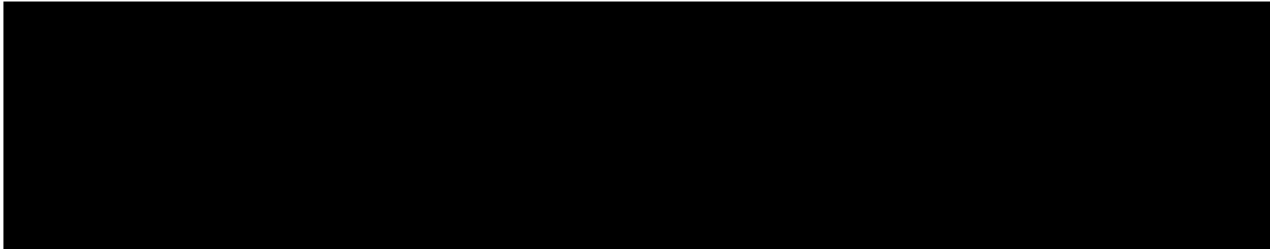
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:





Weston:

Weston Solutions, Inc.
1400 Weston Way
West Chester, PA 19380



Section 6.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render invalid, unenforceable or illegal such term or provision in any other jurisdiction.

Section 6.05 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

AMERICAN BUILDERS & CONTRACTORS SUPPLY
CO., INC.

By: Todd Buehl
Name: Todd M Buehl
Title: CEO

WESTON SOLUTIONS, INC.

By: Lawrence Bove
Name: Lawrence Bove, SVP
Title: Chief Operating Officer

By: Megan Schwartz
Name: Megan Schwartz
Title: Assistant Corporate Secretary

Exhibit A
GreenGrid IP

1. Patents:

Title	Jurisdiction	Patent Number	Issue Date
Modular green roof system, apparatus and methods, including modular panels with complimentary edge systems	US	6,711,851	3/30/04
Modular green roof system, apparatus and methods, including pre-seeded modular panels	US	6,862,842	3/8/05
Modular green roof system, apparatus and methods, including interconnecting modular panels	US	7,900,397	3/8/11
Modular Ballast System For Membrane Roofs	US	8,122,682	02/28/2012
Modular roof system with border secured without fastener	US	7,997,027	8/16/11
Modular Green Roof Systems Accommodating Irrigation Heads	US	8,132,365	3/13/12
Enhanced Vegetative Roof System	US	8,555,545	10/15/13

