

06/13/2011

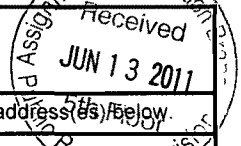


Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/20)

103626903

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6/13/11

1. Name of conveying party(ies):

Oberfield's, Inc., Triple 7, LLC and Bomar, LLC

- Individual(s)
- General Partnership
- Corporation- State: Ohio
- Other See attached Schedule 2
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 25, 2011

- Assignment
- Security Agreement
- Other Re-record/See Schedule 3 attached
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: COP Investors, LLC

Internal

Address: Third Floor

Street Address: 121 W. Long Lake Road

City: Bloomfield Hills

State: Michigan

Country: Oakland Zip: 48304

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lindsay Maxwell

Internal Address: Buckley King, LPA

Street Address: 600 Superior Avenue, East

Suite 1400

City: Cleveland

State: Ohio Zip: 44114

Phone Number: 216-685-4771

Fax Number: 216-579-1020

Email Address: maxwell@buckleyking.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/13/2011 HTON11 00000019 3113497
 Deposit Account Number _____ 40.00 OP
 01 FC:8321 _____ 175.00 OP
 Authorized User Name _____

9. Signature:

Signature

6-8-11

Date

Lindsay Maxwell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004583 FRAME: 0668

**SCHEDULE 1
TO
RECORDATION FORM COVER SHEET**

Conveying Party: Oberfield's, Inc.
Receiving Party: COP Investors, LLC

4.B Trademark Registration Nos.	4.C Identification/Description of Trademark
3,113,497	DesignBRIK
3,115,773	EDINGTON
3,225,719	SPEC-BRIK
2,167,170	OBERFIELD'S, INC.
3,151,409	BELHAVEN
3,184,281	DesignBLOK
2,987,074	WHAT OUTDOOR LIVING SHOULD BE
2,174,536	SOLID PERFORMANCE IN CONCRETE

956648v1

**SCHEDULE 2
TO
RECORDATION FORM COVER SHEET**

1. Name of Conveying Parties:

X Other: *Oberfield's, Inc.* is an Ohio corporation; *Triple 7, LLC* is an Ohio limited liability company; and *Bomar, LLC* is an Ohio limited liability company.

**SCHEDULE 3
TO
RECORDATION FORM COVER SHEET**

3. Nature of Conveyance/Execution Date(s)

- Other: Re-record/correction to Reel/Frame 4552/0442 in order to identify two (2) additional assignors, namely i) *Triple 7, LLC*, and ii) *Bomar, LLC*.

1018019v1

**TRADEMARK
REEL: 004583 FRAME: 0671**

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Oberfield's, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Ohio
 Other: _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) March 25, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: COP Investors, LLC

Internal

Address: Third Floor

Street Address: 121 W. Long Lake Road

City: Bloomfield Hills

State: Michigan

Country: Oakland

Zip: 48304

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lindsay Maxwell

Internal Address: Buckley King, LPA

Street Address: 600 Superior Avenue, East
Suite 1400

City: Cleveland

State: Ohio Zip: 44114

Phone Number: 216-685-4771

Fax Number: 216-579-1020

Email Address: maxwell@buckleyking.com

6. Total number of applications and registrations Involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

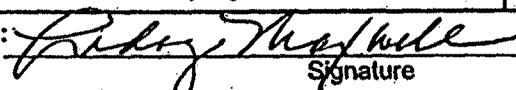
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

5.2.11

Date

Lindsay Maxwell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I
TO
RECORDATION FORM COVER SHEET**

Conveying Party: Oberfield's, Inc.
Receiving Party: COP Investors, LLC

4.B Trademark Registration Nos.	4.C Identification/Description of Trademark
3,113,497	DesignBRIK
3,115,773	EDINGTON
3,225,719	SPEC-BRIK
2,167,170	OBERFIELD'S, INC.
3,151,409	BELHAVEN
3,184,281	DesignBLOK
2,987,074	WHAT OUTDOOR LIVING SHOULD BE
2,174,536	SOLID PERFORMANCE IN CONCRETE

956648v1

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") made as of the 25th day of March, 2011, by and among OBERFIELD'S, INC., an Ohio corporation, BOMAR, LLC, an Ohio limited liability company, and TRIPLE 7, LLC, an Ohio limited liability company (collectively, the "Assignor"), and COP INVESTORS, LLC, an Ohio limited liability company (the "Assignee").

RECITAL

Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of November 5, 2010, as amended by the First Amendment to Asset Purchase Agreement, effective as of December 29, 2010 and dated January 12, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the trademarks, copyrights and patents owned by Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to any patents, trademarks, service marks, copyrights, trade names, corporate names, trade dress, domain names and other names and brand identifiers held or used by Assignor and the applications, registrations and all filings associated therewith, as more fully described on Schedule A, attached hereto and made a part hereof (the "Intellectual Property").

~~NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction in which Assignor has rights to the Intellectual Property, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.~~

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:
OBERFIELD'S, INC.

BY: William R. Oberfield
William R. Oberfield
President

State of Ohio
County of Delaware ss.:

William R. Oberfield

Todd Kepler

On this 25th day of March, 20 11, before me, Todd Kepler, personally appeared William R. Oberfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(seal)

Todd Kepler
Notary Public
My Commission Expires: _____

Assignor:
BOMAR, LLC

By: William R. Oberfield
William R. Oberfield
Authorized Member



TODD M. KEPLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

State of Ohio
County of Delaware ss.:

William R. Oberfield

Todd Kepler

On this 25th day of March, 20 11, before me, Todd Kepler, personally appeared William R. Oberfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(seal)

Todd Kepler
Notary Public
My Commission Expires: _____

Assignor:

~~BOMAR LLC~~ Trigle T, LLC

By: William R. Oberfield
William R. Oberfield
Authorized Member



TODD M. KEGLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

State of Ohio

) ss.:

County of Delaware

William R. Oberfield

Todd Kepler

On this 25th day of March, 2011, before me, I, personally appeared I,
March 25 of 2011, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

(seal)

Todd Kepler
Notary Public
My Commission Expires: _____



TODD M. KEGLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Assignee:
COP INVESTORS, LLC

By: The Anderson Group, LLC, its Manager


By: 
Name: Barry Shapiro
Title: Authorized Signatory

State of Ohio)
County of Delaware ss.:

On this 25th day of March, 2011, before me, Barry Shapiro, the Authorized Signatory of The Anderson Group, LLC, the Manager of COP Investors, LLC personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(seal)



Notary Public
My Commission Expires: _____

HARRY W. GREENFIELD, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 143.02 R. B.

SCHEDULE A

Domain Names

Oberfields.com	http://www.networksolutions.com/whois-search/oberfields.com
Oberfields.net	http://www.networksolutions.com/whois-search/oberfields.net
Oberfields.biz	http://www.networksolutions.com/whois-search/oberfields.biz
Oberfields.info	http://www.networksolutions.com/whois-search/oberfields.info
Oberfields.us	http://www.networksolutions.com/whois-search/oberfields.us
Oberfields.org	http://www.networksolutions.com/whois-search/oberfields.org

Trademarks

<u>Trademarks</u>	<u>Number</u>	<u>Registered</u>	<u>Last Renewed</u>	<u>Renewal</u>
Solid Performance in Concrete Products	#2,174,536	7/21/98	2004	2018
Oberfield's, Inc. (words and design)	#2,167,170	6/23/08	2008	2018
Spec-BRIK	#3,225,719	4/3/07	n/a	2017
DesignBLOK	#3,184,281	12/12/06	n/a	2016
Belhaven	#3,151,409	10/3/06	n/a	2016
What Outdoor Living Should Be	#2,987,074	8/23/05	n/a	2015
DesignBRIK	#3,113,497	7/11/06	n/a	2016
EDINGTON	#3,115,773	7/18/06	n/a	2016

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") made as of the 25th day of March, 2011, by and among OBERFIELD'S, INC., an Ohio corporation, BOMAR, LLC, an Ohio limited liability company, and TRIPLE 7, LLC, an Ohio limited liability company (collectively, the "Assignor"), and COP INVESTORS, LLC, an Ohio limited liability company (the "Assignee").

RECITAL

Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of November 5, 2010, as amended by the First Amendment to Asset Purchase Agreement, effective as of December 29, 2010 and dated January 12, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the trademarks, copyrights and patents owned by Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to any patents, trademarks, service marks, copyrights, trade names, corporate names, trade dress, domain names and other names and brand identifiers held or used by Assignor and the applications, registrations and all filings associated therewith, as more fully described on Schedule A, attached hereto and made a part hereof (the "Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction in which Assignor has rights to the Intellectual Property, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:
OBERFIELD'S, INC.

BY: William R. Oberfield
William R. Oberfield
President

State of Ohio
County of Delaware

ss.:

Todd Kegler William R. Oberfield

On this 25th day of March, 2011, before me, Todd Kegler, personally appeared William R. Oberfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(seal)

Todd Kegler
Notary Public
My Commission Expires: _____

Assignor:
BOMAR, LLC

By: William R. Oberfield
William R. Oberfield
Authorized Member



TODD M. KEGLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.O.

State of Ohio
County of Delaware

ss.:

Todd Kegler William R. Oberfield

On this 25th day of March, 2011, before me, Todd Kegler, personally appeared William R. Oberfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(seal)

Todd Keger
Notary Public
My Commission Expires: _____

Assignor:

BOMAR LLC Triangle 7, LLC

By: William R. Oberfield
William R. Oberfield
Authorized Member



TODD M. KEGLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

State of Ohio

) ss.:

County of Delaware

William R. Oberfield

Todd Keger

On this 25th day of March, 2011, before me, I, personally appeared I,
March 25 of 2011, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

(seal)

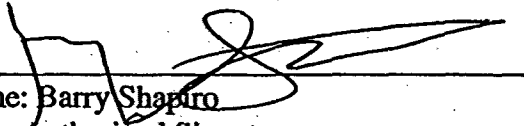
Todd Keger
Notary Public
My Commission Expires: _____



TODD M. KEGLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Assignee:
COP INVESTORS, LLC

By: The Anderson Group, LLC, its Manager

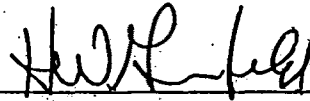
By: 
Name: Barry Shapiro
Title: Authorized Signatory

State of Ohio
County of Delaware ss.:

On this 25th day of March, 2011, before me, Barry Shapiro, the Authorized Signatory of The Anderson Group, LLC, the Manager of COP Investors, LLC personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(seal)



Notary Public

My Commission Expires: _____

HARRY W. GREENFIELD, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 443.02 R.C.

SCHEDULE A

Domain Names

Oberfields.com	http://www.networksolutions.com/whois-search/oberfields.com
Oberfields.net	http://www.networksolutions.com/whois-search/oberfields.net
Oberfields.biz	http://www.networksolutions.com/whois-search/oberfields.biz
Oberfields.info	http://www.networksolutions.com/whois-search/oberfields.info
Oberfields.us	http://www.networksolutions.com/whois-search/oberfields.us
Oberfields.org	http://www.networksolutions.com/whois-search/oberfields.org

Trademarks

	<u>Number</u>	<u>Registered</u>	<u>Last Renewed</u>	<u>Renewal</u>
Solid Performance in Concrete Products	#2,174,536	7/21/98	2004	2018
Oberfield's, Inc. (words and design)	#2,167,170	6/23/08	2008	2018
Spec-BRIK	#3,225,719	4/3/07	n/a	2017
DesignBLOK	#3,184,281	12/12/06	n/a	2016
Belhaven	#3,151,409	10/3/06	n/a	2016
What Outdoor Living Should Be	#2,987,074	8/23/05	n/a	2015
DesignBRIK	#3,113,497	7/11/06	n/a	2016
EDINGTON	#3,115,773	7/18/06	n/a	2016

ENCLOSURE I

Re: Trademark Assignment
Reel/Frame 4552/0442