

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interline Brands, Inc.		01/03/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Copperfield Chimney, LLC		
Street Address:	304 SOUTH 20TH STREET		
City:	FAIRFIELD		
State/Country:	IOWA		
Postal Code:	52256		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1583068	COPPERFIELD	
Registration Number:	2984849	GELCO	
Registration Number:	2228253	GET IT ALL WITH ONE CALL	
Registration Number:	1740848	HOMESAVER	
Registration Number:	1702822	HOMESAVER	
Registration Number:	2328111	HOMESAVER	
Registration Number:	2323254	HOMESAVER	
Registration Number:	2947569	LOCK-TOP	
Registration Number:	3298445	WHEN IT COMES TO KEEPING CRITTERS OUT OF	
Registration Number:	2984827	LYEMANCE	
Registration Number:	3909893	WOODFIELD	
Registration Number:	3847356	WOODFIELD	
Registration Number:	3814137	WOODFIELD	
Registration Number:	3814074	WOODFIELD	
Registration Number:	3980578	COPPERFIELD	
CORRESPONDENCE DATA			
Fax Number:	5124572100		
<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>			

CH \$390.00 1583068

TRADEMARK

Phone: 5124572018
Email: aotrademark@kslaw.com, kpfertner@kslaw.com
Correspondent Name: Richard J. Groos
Address Line 1: 500 West 2nd Street, Suite 1800
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 03031.274156

NAME OF SUBMITTER: Richard J. Groos

SIGNATURE: /Richard J. Groos/

DATE SIGNED: 08/01/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of January 3, 2019, by and between Interline Brands, Inc., a New Jersey corporation (the “Assignor”), and Copperfield Chimney, LLC, a Delaware limited liability company (the “Assignee”).

RECITALS

WHEREAS, this Agreement is being delivered to Assignee under and pursuant to the provisions of that certain Asset Purchase and Sale Agreement, by and between the Assignor and Assignee and dated as of the date hereof (the “Asset Purchase Agreement”). Any capitalized term used but not otherwise defined in this Agreement shall have the meaning set forth for such term in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute this Agreement wherein Assignor will irrevocably sell, transfer and convey to Assignee all of its rights, title, and interest in and to the Acquired Intellectual Property set forth on Schedule A annexed hereto and made a part hereof (collectively, the “Assigned Intellectual Property”).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1.1 Transfer of Assigned Intellectual Property. Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in and to the Assigned Intellectual Property, together with the goodwill associated therewith and all rights corresponding thereto, together with all rights and remedies (including the right to sue for and recover damages and rights to injunctive relief and other remedies) against past, present, and future infringement, misappropriation, or other violation relating to the Assigned Intellectual Property, including, without limitation, any and all causes of action and enforcement rights, whether currently pending, filed, or otherwise, relating to the Assigned Intellectual Property, in each case, for Assignee’s own use and enjoyment.

Section 1.2 Further Assurances. Assignor agrees that, upon the reasonable request of Assignee, at Assignee’s sole expense, Assignor shall provide any further reasonably necessary documentation and do all further acts reasonably requested by Assignee to confirm, vest and perfect title in and to the Assigned Intellectual Property in Assignee, including, without limitation, all documents reasonably necessary to record in the name of Assignee the assignment of the Assigned Intellectual Property with all relevant patent and trademark offices, including the United States Patent and Trademark Office.

Section 1.3 Authorization. Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property to Assignee.

Section 1.4 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 1.5 Governing Law. This Agreement and the legal relations between Assignee and Assignor hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

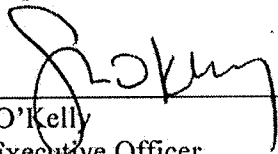
Section 1.6 Successors and Assigns. The provisions of this Agreement are binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.7 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

[Signature Page Follows]

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

ASSIGNOR: INTERLINE BRANDS, INC.,
a New Jersey corporation

By: 
Name: Shane O'Kelly
Title: Chief Executive Officer

ASSIGNEE: COPPERFIELD CHIMNEY, LLC,
a Delaware limited liability company


By: _____
Name: _____
Title: _____

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

ASSIGNOR: INTERLINE BRANDS, INC.,
a New Jersey corporation



By: _____
Name: Shane O'Kelly
Title: Chief Executive Officer

ASSIGNEE: COPPERFIELD CHIMNEY, LLC,
a Delaware limited liability company

By:  _____
Name: Bryan Yourdon
Title: President and Chief Executive Officer

SCHEDULE A
Acquired Intellectual Property

PATENT NO.	TITLE	FILING DATE
US6,852,023	Liner Adaptor for Chimneys	January 21, 2003
US6,918,827	Universal Chimney Cap	August 6, 2003
CA2,455,364	Liner Adaptor for Chimneys	January 16, 2004

TRADEMARK	U.S. REG. NO.	DATE REGISTERED
COPPERFIELD	1,583,068	February 2, 1990
GELCO	2,984,849	August 16, 2005
GET IT ALL WITH ONE CALL	2,228,253	March 2, 1999
HOMESAVER	1,740,848	December 22, 1992
 HOMESAVER	1,702,822	July 28, 1992
HOMESAVER	2,328,111	March 14, 2000
 HOMESAVER	2,323,254	February 29, 2000
LOCK-TOP	2,947,569	May 10, 2005
WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!	3,298,445	September 25, 2007
LYEMANCE	2,984,827	August 16, 2005
WOODFIELD	3,909,893	January 25, 2011

WOODFIELD	3,847,356	September 14, 2010
WOODFIELD	3,814,137	July 6, 2010
WOODFIELD	3,814,074	July 6, 2010
COPPERFIELD	3,980,578	June. 21, 2011
TRADEMARK	CANADIAN REG. NO.	DATE REGISTERED
LYEMANCE	TMA669037	July 31, 2006
GELCO	TMA667438	July 12, 2006
LOCK-TOP	TMA662676	April 18, 2006

DOMAIN NAMES

anticopperfield.com
anticopperfield.net
chimney.biz
chimneyliner.biz
chimneyliner.com
chimneyliner.info
chimneyliners.com
chimneylining.biz
chimneyproinsurance.com
chimneyreliner.biz

chimneyrelining.biz
chimneyrelining.com
chimneysweepfinder.com
chimneytop.biz
chimneytop.com
cleanchimneys.com
copperfield.biz
copperfield.cc
copperfield.com
copperfield.info
copperfield.xxx
copperfieldsucks.com
copperfieldsucks.net
copyfield.com
copyfield.net

[Schedule A to Intellectual Property Assignment Agreement]