#### 900621598 06/04/2021

# TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900614635

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Associated Asphalt Marketing, LLC		02/19/2021	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	Associated Asphalt Partners, LLC	
Street Address:	110 Franklin Rd. SE, 9th FI	
City:	Roanoke	
State/Country:	VIRGINIA	
Postal Code:	24011	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	5898127	STELLARSHIELD
Registration Number:	4981397	STELLARFLEX
Registration Number:	4981120	STELLARFLEX FR
Registration Number:	4981144	FLEXGARD
Registration Number:	5892237	AAXL-IV
Registration Number:	2299406	SUPERIOR PERFORMANCE BY THE MILE

# **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 540-904-0658

dcohan@associatedasphalt.com Email:

**Correspondent Name:** David N. Cohan

Address Line 1: 110 Franklin Rd. SE, 9th FI Address Line 4: Roanoke, VIRGINIA 24011

NAME OF SUBMITTER:	David N. Cohan
SIGNATURE:	/David N. Cohan/
DATE SIGNED:	06/04/2021

TRADEMARK **REEL: 007310 FRAME: 0788** 900621598

# **Total Attachments: 2**

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TRADEMARK REEL: 007310 FRAME: 0789

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "<u>Agreement</u>") is made as of February 19, 2021 (the "<u>Effective Date</u>"), between **Associated Asphalt Marketing**, LLC ("<u>Assignor</u>"), and **Associated Asphalt Partners**, LLC ("<u>Assignor</u>").

#### Recitals

Assignor is the registered owner of the following trademarks (collectively, the "Marks"):

- STELLARSHIELD, registered in the United States Patent and Trademark Office, Registration No. 5,898,127, dated October 29, 2019;
- STELLARFLEX, registered in the United States Patent and Trademark Office, Registration No. 4,981,397, dated June 21, 2016;
- STELLARFLEX FR, registered in the United States Patent and Trademark Office, Registration No. 4,981,120, dated June 21, 2016;
- FLEXGARD, registered in the United States Patent and Trademark Office, Registration No. 4,981,144, dated June 21, 2016;
- AAXL-IV, registered in the United States Patent and Trademark Office, Registration No. 5,892,237, dated October 22, 2019;
- SUPERIOR PERFORMANCE BY THE MILE, registered in the United States Patent and Trademark Office, Registration No. 2,299,406, dated December 14, 1999; and
- STELLARFLEX, registered in the Canadian Intellectual Property Office, Registration No. TMA971660, dated May 24, 2017.

Assignee wishes to acquire Assignor's rights in the Marks, and Assignor desires to assign its rights in the Marks to Assignee.

# Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignce all of Assignor's right, title, and interest of whatever kind in the Marks, together with:

- 1) the goodwill of the business relating to the product on which the Marks is used and for which it is registered,
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, and
- 3) all rights to bring an action or claim for past, present and future infringement or misappropriation of the Marks.

Assignor further covenants that it will take all further actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

[Signature Page Follows]

TRADEMARK REEL: 007310 FRAME: 0790 In witness whereof, Assignor has duly executed and delivered this Assignment, as of the Effective Date.

Assignor: Associated Asphalt Marketing, LLC

By: 

John R. Janes President & CEO