

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI92328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Metal Supply, Inc.		12/19/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	MW Manufacturers Inc.		
Street Address:	5020 Weston Parkway, Suite 400		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27513		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4189494		
Registration Number:	4384683	EAS	
Registration Number:	4204827	EASTERN ARCHITECTURAL SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2149994283		
<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:	2149994283		
Email:	ipdocketing@foley.com,ttran@foley.com		
Correspondent Name:	TUAN TRAN		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	661908-3827, 3828, 3829		
NAME OF SUBMITTER:	MR. TUAN TRAN		
SIGNATURE:	MR. TUAN TRAN		
DATE SIGNED:	03/13/2024		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement ("Assignment Agreement"), dated as of December 19, 2023 (the "Effective Date"), is entered into by and between:

- Eastern Metal Supply, Inc., a Florida corporation (the "Company"); and
- MW Manufacturers Inc., a Delaware corporation ("Buyer").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and between the Company and Buyer (the "Purchase Agreement"), Buyer has agreed to acquire all right, title and interest in and to certain intellectual property assets of the Company, including the trademarks listed on Schedule A hereto (the "Trademarks") and the domain name listed on Schedule B hereto (the "Domain Name"), together with the applications and registrations therefore and the goodwill of the business associated therewith;

WHEREAS, the Company now wishes to formally convey, transfer, and assign the Trademarks and the Domain Name to Buyer, and has agreed to execute and deliver this Assignment Agreement for recording with the U.S. 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, the Company hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of the Company's right, title, and interest in and to the following:

(a) the Trademarks listed on Schedule A hereto and the Domain Name listed on Schedule B hereto, together with the applications and registrations therefore, all issuances, extensions, and renewals thereof, and all common law rights thereto, together with the goodwill of the business associated therewith;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) 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, dilution, 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. The Company hereby authorizes the Commissioner for Trademarks at the U.S. Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment Agreement upon request by Buyer. Following the Effective Date hereof, the Company shall, at the sole expense of Buyer, take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademarks and to effect, evidence, or transfer ownership and control of the Domain Name, in each case to Buyer, or any assignee or successor thereto. The parties are hereby

authorized to disclose this Assignment Agreement to any registrar or to any other third party in order to evidence Buyer's ownership of the Domain Name.

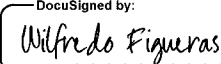
3. Miscellaneous. The applicable provisions of Section 8.06 (Severability), Section 8.07 (Entire Agreement), Section 8.09 (No Third-Party Beneficiaries), Section 8.10 (Amendment and Modification; Waiver), Section 8.11 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) and Section 8.13 (Counterparts) of the Purchase Agreement shall apply mutatis mutandis to this Assignment Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Buyer have caused this Assignment Agreement to be executed as of the date first written above by their duly authorized officers.

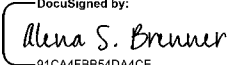
COMPANY:

EASTERN METAL SUPPLY, INC.

By:  DocuSigned by:
20EF0E2400354B8...
Name: Wilfredo Figueras
Title: Chief Financial Officer

BUYER:

MW MANUFACTURERS INC.


By: DocuSigned by:

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Name: Alena S. Brenner

Title: Executive Vice President, General
Counsel and Corporate Secretary

SCHEDULE A

Trademarks

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date
United States		Class 6: Doors and windows of metal Class 19: Non-metal windows and doors	85/447,505	10/14/2011	4,189,494	8/14/2012
United States	EAS	Class 6: Doors and windows of metal Class 19: Non-metal windows and doors	85/459,012	10/28/2011	4,384,683	8/13/2013
United States	EASTERN ARCHITECTURAL SYSTEMS	Class 6: Doors and windows of metal Class 19: Non-metal windows and doors	85/447,518	10/14/2011	4,204,827	9/11/2012

SCHEDULE B

Domain Name

Domain Address	Registrar
easternarchitectural.com	Network Solutions, LLC