TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM618549

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Bertch Cabinet Mfg., Inc.		12/31/2020	Corporation: IOWA	

RECEIVING PARTY DATA

Name:	Bertch Cabinet, LLC
Street Address:	4747 Crestwood Drive
City:	Waterloo
State/Country:	IOWA
Postal Code:	50702
Entity Type:	Limited Liability Company: IOWA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2888691	BERTCH
Registration Number:	4048901	BRIARWOOD

CORRESPONDENCE DATA

Fax Number: 6124927077

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.

6124927000 Phone:

Email: plarson@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	01/05/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of December 31, 2020, by and between Bertch Cabinet Mfg., Inc., an Iowa corporation, with an address at 4747 Crestwood Drive, Waterloo, IA 50702 ("<u>Assignor</u>"), and Bertch Cabinet, LLC, an Iowa limited liability company ("<u>Assignee</u>").

Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with the U.S. Patent and Trademark Office.

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on <u>Attachment A</u> hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, treaties and conventions, and otherwise throughout the world; (c) 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 (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.
- 3. <u>Successors and Assigns</u>. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, a date first written above.	Assignor has executed this Trademark Assignment as of the
	Assignor: Bertch Cabinet Mfg., Inc.
	<u> </u>
	Name: Gary Berich Its: President
AGREED TO AND ACCEPTED:	Assignee: Bertch Cabinet, LLC
	Name:

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: Bertch Cabinet Mig., Inc.	•
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Name:

Its:

AGREED TO AND ACCEPTED:

Assignee: Bertch Cabinet, LLC

~DocuSigned by:

Tony Sugalski

Name: Anthony Sugalski Its: Chief Executive Officer

ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
BERTCH	RN: 2888691 SN: 76548479	October 1, 2003	September 28, 2004	U.S.
BRIARWOOD	RN: 4048901 SN: 85286805	April 5, 2011	November 1, 2011	U.S.
MARKETPLACE	RN: 2910072 SN: 76561239	November 24, 2003	December 14, 2004	U.S.
REVIVE	RN: 4243564 SN: 85528374	January 30, 2012	November 13, 2012	U.S.
SOLSURF	RN: 2910071 SN: 76561238	November 24, 2003	December 14, 2004	U.S.
TIMBER GATE	RN: 3052157 SN: 76561237	November 24, 2003	January 31, 2006	U.S.
TIMBERGATE	RN: 4125057 SN: 85379920	July 25, 2011	April 10, 2012	U.S.
LEGACY	SN: 78777649	December 20, 2005		U.S.

RECORDED: 01/05/2021