TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Q'SO, Inc.		03/05/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Edge Adhesives, Inc.	
Street Address:	5117 Northeast Parkway	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76106	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77862622	AEROTITE
Serial Number:	77833747	INSTALAM
Serial Number:	77791760	SOLUTIONS THAT STICK

CORRESPONDENCE DATA

900158042

Fax Number: (734)418-4279

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

734 4184278 Phone:

Email: tmdocketing@honigman.com Correspondent Name: Jennifer Sheehan Anderson Address Line 1: 38500 Woodward Ave., Suite 100 Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 219973-130191

NAME OF SUBMITTER: Jennifer Sheehan Anderson

Signature: /Jennifer Sheehan Anderson/

REEL: 004173 FRAME: 0978

TRADEMARK

Date:	03/25/2010	
Total Attachments: 7		
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Agreement") is entered into as of March 5, 2010 (the "Effective Date"), by and between Q'SO, Inc., a Texas corporation ("Assignor") and Edge Adhesives, Inc., a Texas corporation ("Assignee").

Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning to Assignee certain assets relating to the business or operation of Assignor (the "Asset Purchase Agreement"), including the trademarks and service marks listed in Exhibit A (the "Marks") and the domain names listed in Exhibit B (the "Domain Names"); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of the mutual promises provided herein and the IP Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

Agreement

- 1. ASSIGNMENT. Assignor, on its own behalf and on behalf of all its predecessors in interest, hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest throughout the world in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark applications and registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (b) all of Assignor's right, title, and interest throughout the world in and to the Domain Names; and (c) throughout the world, all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages.
- 2. ASSISTANCE. Assignor shall execute and deliver to Assignee all such assignments, instruments of transfer, deeds, assurances, consents, and other documents as shall be deemed necessary or desirable by Assignor in its reasonable discretion to effectively transfer to Assignee all right, title and interest in, to and under or in respect of, the Marks and Domain Names, including, without limitation any trademarks or domain

names that by their nature should have been included within the IP Purchase Agreement and this Agreement and were for any reason overlooked or missed by the parties. Assignor shall cooperate with Assignee's efforts to effect such registrations, recordals and filings with public authorities as may be reasonably required by Assignee in connection with the transfer of ownership and the recording of title to Assignee of the Marks and Domain Names.

3. GENERAL

- 3.1 <u>Governing Law.</u> THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL BE BROUGHT IN THE STATE OF Michigan.
- 3.2 <u>Waiver</u>; <u>Amendment</u>. This Agreement may be amended or modified, and any provision of this Agreement may be waived; provided that any such amendment or waiver will be binding upon Assignor only if such amendment or waiver is set forth in a writing executed by Assignor and any such amendment or waiver will be binding upon Assignee only if such amendment or waiver is set forth in a writing executed by Assignee. No course of dealing between or among any entity having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any entity under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 3.3 <u>Severability</u>. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 3.4 <u>Construction</u>. Each party acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement. Each party and its counsel cooperated in the drafting and preparation of this Agreement and the other documents referred to herein, and any and all drafts relating thereto will be deemed the work product of the parties hereto and may not be construed against any party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it is of no application and is hereby expressly waived.
- 3.5 <u>Conflict</u>. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the IP Purchase Agreement, the provisions of the Asset Purchase Agreement will control.

3.6 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages), all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Agreement, or has caused this Agreement t	each of the parties hereto has executed this o be executed on its behalf by a representative
duly authorized.	"Assignor"
	Q'SO, INC. a Texas corporation By: ONTO O O O Name: James T. Taylor
	Title: Chief Executive Officer
	Date: March, 2010
State of Texas) County of Tarrant) ss: Subscribed and sworn before me this Mac Notary Public My commission expires: (2-14-2012)	<u>L</u> 4, 2010.
Andrew Control of the	"Assignee"
KATHY WALLACE Notary Public, State of Texas My Commission Expires 6-14-2012	Edge Adhesives, Inc. a Texas corporation
	Ву:
	Name: Scott J. Hauncher
	Title: Authorized Person
	Date: March, 2010
State of Michigan) Wayne County) ss:	
Subscribed and swom before me this	, 2010.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized. "Assignor" Q'SO, INC. a Texas corporation Ву:____ Name: James T. Taylor Title: Chief Executive Officer Date: March ____, 2010 State of Texas County of Tarrant) ss: Subscribed and sworn before me this ______, 2010. Notary Public My commission expires: ___ "Assignee" Edge Adhesives, Inc. a Texas corporation Name: Scott J. Hauncher Title: Authorized Person Date: March 4, 2010 State of Michigan Wayne County ss: Subscribed and sworn before me this March 4, 2010. Notary Public BONNIE L SCHNEIDER Notary Public - Michigan Wayne County

My Commission Expires Dec Acting in the County of \(\triangle

Exhibit A Marks

U.S. Trademarks:

Trademark	Appl. No.	Appl. Dt.	Status	Goods and Services
AEROTITE	77862622	02-NOV-2009	PENDING Intent To Use	(INT. CL. 1) ADHESIVES FOR INDUSTRIAL PURPOSES
INSTALAM	77833747	24-SEP-2009	PENDING	(INT. CL. 1) ADHESIVE MATERIALS FOR THE BUILDING INDUSTRY AND TILES
SOLUTIONS THAT STICK	77791760	28-JUL-2009	PENDING	(INT. CL. 1) ADHESIVES AND GLUES FOR INDUSTRIAL PURPOSES

Other Considered Trademarks (Common Law Trademarks):

Trademark	Trademark (Design/Stylized)	Goods
EnviroTite	Enviro-Tite	Butyl Tape-126 Metal Building tape
ThermalWrap	Elermal WRAP Secretarian contention deformation abundants recognition and	HVAC insulation tape, cork tape.
Bit-O-Seal	SHORE THE SHORE	Plumber's Putty, pipe sealing, Thumb gum
CoatGrip		217 Fleece Tape

Exhibit B Domain Names

qso-inc.com

OAKLAND.1785940.1

TRADEMARK REEL: 004173 FRAME: 0986

RECORDED: 03/25/2010