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
Boltaron Performance Products, LLC		105/03/2010	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Klockner Pentaplast of America, Inc.	
Street Address:	3585 Klockner Road	
Internal Address:	P.O. Box 500	
City:	Gordonsville	
State/Country:	VIRGINIA	
Postal Code:	22942	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2998559	SURPRINT
Registration Number:	2000265	TRUPRINT
Serial Number:	78769076	TRUCARD OVERLAY

CORRESPONDENCE DATA

Fax Number: (804)698-2007

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

Phone: 804-775-1071

Email: rvance@mcguirewoods.com

Correspondent Name: Robin C. Vance Address Line 1: 901 E. Cary Street Address Line 2: One James Center

Richmond, VIRGINIA 23219-4030 Address Line 4:

ATTORNEY DOCKET NUMBER: 0534234-0084

TRADEMARK

REEL: 004463 FRAME: 0880 900182626

NAME OF SUBMITTER:	Robin C. Vance	
Signature:	/Robin C. Vance/	
Date:	01/31/2011	
Total Attachments: 5 source=BOLTARON Trademarks Assignment#page1.tif source=BOLTARON Trademarks Assignment#page2.tif source=BOLTARON Trademarks Assignment#page3.tif source=BOLTARON Trademarks Assignment#page4.tif source=BOLTARON Trademarks Assignment#page5.tif		

TRADEMARK REEL: 004463 FRAME: 0881

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the 3rd day of May, 2010, by and between BOLTARON PERFORMANCE PRODUCTS, LLC, a limited liability company organized under the laws of the State of Ohio having a principal address of One General Street, Newcomerstown, Ohio 43832 ("Assignor"), in favor of KLÖCKNER PENTAPLAST OF AMERICA, INC., a corporation organized under the laws of the State of Delaware having a principal address of 3585 Klöckner Road, P.O. Box 500, Gordonsville, Virginia 22942 ("Assignee").

RECITALS

- A. Assignor and Assignee are parties to an Asset Purchase Agreement (the "Agreement") between Assignor and Assignee, dated as of April 14, 2010, as may be amended from time to time by the parties thereto (the "Agreement"). Capitalized terms used in this Assignment shall have the same meaning as they have in the Agreement unless the context provides otherwise.
- B. Pursuant to Section 2.1 of the Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, accept and assume from Assignor all of the Purchased Assets, including, without limitation, the Intellectual Property, free and clear of any Encumbrances.
- C. Assignor and Assignee desire to execute and deliver this Assignment effective as of the Closing Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby conveys, assigns, sells, transfers and delivers to Assignee and its 1. successors and assigns Assignor's entire right, title, and interest in and to the Intellectual Property and all formal applications/registrations therefore, including, without limitation, the trademark items listed on Schedule 1 and the other proprietary rights listed on Schedule 2, each attached hereto, together with the goodwill that Assignor has developed in any of the foregoing, if any, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, Affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignee hereby acknowledges and accepts the conveyance, assignment, sale, transfer and delivery of all of the Intellectual Property, including all of the goodwill associated with any of the foregoing. The parties agree that Assignee has the right to file this Assignment (excluding Schedule 2) with the trademark branch of the U.S. Patent and Trademark Office ("USPTO") solely with respect to the trademark items identified on Schedule 1 attached hereto. Neither Assignor nor Assignee shall, at any time, file this Assignment with the USPTO against or with respect to any of the proprietary rights identified on Schedule 2.

1

- 2. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property, and to receive any and all damages awarded as a result of any such claim.
- 3. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants (i) that no assignment, sale, agreement, or Encumbrance has been or will be made or entered into that would conflict with this Assignment, (ii) that this Assignment will not violate Assignor's obligations to or with any third party and (iii) that the Intellectual Property is free and clean of any Encumbrances.
- 4. Assignor shall not, at any time, contest the validity or enforceability of the Intellectual Property, or take any action that would impair the value of the Intellectual Property.
- 5. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment, including without limitation by executing individual assignment documents needed to comply with regulatory authorities to reflect this Assignment.
- 6. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

[Remainder of Page Left Intentionally Blank]

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

	BOLTAR	ON PERFOR	MANCE PR	ODUCTS, LLC	;
	By: Name: Title:	Jean L Physical	ent		
State of DVio CITY/COUNTY OF SHIMM	; <u>[+</u> :		٠.	d	
The foregoing instrument by <u>Dean Li, frosident</u> company.	nt was acknowl of Boltaron	ledged before Performance	me this <u>2</u> 7 Products, I	day of Ma LLC, on behalf	
My commission expires: 0	N	May otary Publid	M.	Warn	Aurori t
Altomay Mary M. Sw Rosident Suramit Cot Notary Public, State of My Commission Has No Expl	unty F Oh lo				

Signature Page to Intellectual Property Assignment

KLÖGKNER PENTAPLAST OF AMERICA, INC.

	By:	Make & Tubry	·
	Name: Title:	Knymer K. Therists Jessneht / 166	n talland <u>m distrib</u>
Condensalle CHTY/COUNTY OF Louise			
The foregoing instrument	was acknow of Klöckno	ledged before me this 3 da or Pentaplast of America, Inc., o	y of May, 2010, n behalf of the
My commission expires; Oct.	31, 2012	Kan S. Dimese	
	Ŋ	lotary Public #7217184	

Signature Page to Intellectual Property Assignment

TRADEMARK REEL: 004463 FRAME: 0885

Schedule 1

Intellectual Property - Trademarks

<u>Trademarks</u> (including all worldwide and common law rights and all goodwill, to the extent Assignor has such rights thereto, if any)

- 1. SURPRINT (USPTO Reg. No. 2,998,559, CTM No. 004895827).
- 2. TRUPRINT (USPTO Reg. No. 2,000,265, CTM No. 004895835).
- 3. TRUCARD OVERLAY (USPTO Application No. 78769076).

TRADEMARK
REEL: 004463 FRAME: 0886

RECORDED: 01/31/2011