

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twitchell Corporation		11/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Twitchell Technical Products, LLC		
Street Address:	8 Greenwich Office Park		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2650138	DIVERSATEX	
Registration Number:	3032560	EARTHTEX	
Registration Number:	1372486	KANEKRAFT	
Registration Number:	2529310	LEISURETEX	
Registration Number:	1329669	TEXTILENE	
Registration Number:	1373879	TEXTILENE SUNSURE	
CORRESPONDENCE DATA			
Fax Number:	(240)359-4879		
Phone:	9122920184		
Email:	nengle@jm-iplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Nichole M. Weber		
Address Line 1:	317A East Liberty Street		
Address Line 4:	Savannah, GEORGIA 31401		

OP \$165.00 2650138

ATTORNEY DOCKET NUMBER:	FDH-1005 ASSIGNMENT
NAME OF SUBMITTER:	Nichole M. Weber
Signature:	/Nichole M. Weber/
Date:	11/22/2011
Total Attachments: 6 source=Twitchell_Capital Partners_Trademark Assignment (EXECUTED)#page1.tif source=Twitchell_Capital Partners_Trademark Assignment (EXECUTED)#page2.tif source=Twitchell_Capital Partners_Trademark Assignment (EXECUTED)#page3.tif source=Twitchell_Capital Partners_Trademark Assignment (EXECUTED)#page4.tif source=Twitchell_Capital Partners_Trademark Assignment (EXECUTED)#page5.tif source=Twitchell_Capital Partners_Trademark Assignment (EXECUTED)#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into and dated as of November 22, 2011, by and between Twitchell Technical Products, LLC, a Delaware limited liability company (the "Assignee"), and Twitchell Corporation, a Delaware corporation (the "Assignor").

WITNESSETH:

WHEREAS, the Assignor has adopted, used, is using and is the owner of the marks and trademark registrations and registration applications in the United States Patent and Trademark Office, as shown in Schedule A hereto (the "National Marks") and various foreign trademark offices as shown in Schedule B hereto (the "Foreign Marks");

WHEREAS, the Assignee is desirous of acquiring the National Marks and the Foreign Marks (collectively, the "Marks"), the registration thereof and the associated goodwill; and

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of November 22, 2011 (the "Purchase Agreement").

NOW, THEREFORE, in order to consummate the transactions contemplated by the Purchase Agreement and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Transfer. The Assignor hereby sells, assigns, transfers and conveys to the Assignee and its successors and assigns, and the Assignee hereby accepts, all of the Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by the Marks and the application and registration of said Marks, including any foreign counterparts, and the right to recover any damages for past infringement, if any, whether arising prior to or subsequent to the date of this Agreement with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, in each case, (i) free and clear of all Encumbrances, except for Permitted Encumbrances, subject to and in accordance with the Purchase Agreement and (ii) for the Assignee's own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made.

3. Cooperation. The Assignor shall execute any documents, including assignments of any existing trademark rights or other forms of protection (including, without limitation, assignments of trademark(s)), and provide any assistance as is reasonably necessary to transfer the Marks, including assistance (at the expense of the Assignee) necessary to prepare, file and effectuate a registration of trademark in and of the Marks in the United States, Canada or elsewhere in the world, in the Assignee's name or the name of a third party, as directed by the

Assignee.

4. Miscellaneous.

(a) Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

(b) Governing Law. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the Laws of the State of Alabama applicable to contracts made and performed in such State.

(c) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transfer is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transfer is consummated as originally contemplated to the greatest extent possible.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by the Assignor or the Assignee (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to the Assignor or the Assignee shall also apply to any such assignee unless the context otherwise requires.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

THE ASSIGNOR:

TWITCHELL CORPORATION

By:  _____
Name: Jeff Register
Title: President

ACCEPTED BY:

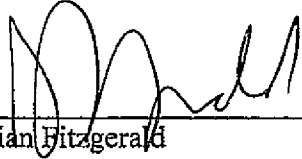
THE ASSIGNEE:

TWITCHELL TECHNICAL PRODUCTS, LLC

By: _____

Name: Brian Fitzgerald

Title: President

A handwritten signature in black ink, appearing to read "Brian Fitzgerald", written over a horizontal line.

SCHEDULE A

National Trademark Registrations

Trademark	Country	Registration Number	Expiration/Renewal Date
DIVERSATEX	U.S.	2650138	11/12/2012
EARTHTEX	U.S.	3032560	12/20/2015
KANEKRAFT	U.S.	1372486	11/26/2015
LEISURETEX	U.S.	2529310	1/15/2022
TEXTILENE	U.S.	1329669	4/9/2015
TEXTILENE SUNSURE	U.S.	1373879	12/3/2015

SCHEDULE B

Foreign Trademark Registrations

Trademark	Country	Registration Number	Expiration/Renewal Date
TEXTILENE	Australia	405990	3/28/2015
TEXTILENE	Australia	405991	3/28/2015
TEXTILENE	Canada	TMA 577222	3/11/2018
TEXTILENE SUNSURE	Canada	UCA 32240	1/6/24
EARTHTEX (English)	China	4227215	9/13/2019
EARTHTEX (English)	China	4227216	5/27/18
TEXTILENE (Chinese)	China	3399448	6/13/2014
TEXTILENE (Chinese)	China	3399447	9/27/2014
TEXTILENE (English)	China	1930508	9/6/2012
TEXTILENE (English)	China	3303694	2/27/2014
EARTHTEX	European Community	003220902	6/11/2013
TEXTILENE	European Community	002242394	6/1/21
KANEKRAFT	Mexico	729135	10/5/2021
TEXTILENE (English)	Taiwan	01056160	8/31/2013
TEXTILENE	Taiwan	01013459	8/31/2012

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