#### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party is Hercules Chemical Company, Inc.(not Hercules Chemical Corporation, Inc.) Typographical errors previously recorded on Reel 004715 Frame 0248. Assignor(s) hereby confirms the assignment of entire interest and goodwill to HCC Holdings, Inc

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hercules Chemical Company, Inc.		12/31/2011	CORPORATION: NEW JERSEY

#### **RECEIVING PARTY DATA**

Name:	HCC Holdings, Inc.	
Street Address:	4700 W. 160th Street	
City:	Cleveland	
State/Country:	DHIO	
Postal Code:	44145	
Entity Type:	CORPORATION: OHIO	

#### PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	72038693	HERCULES
Serial Number:	72062858	HERCULES
Serial Number:	72189299	CLOBBER
Serial Number:	72220371	WHAM
Serial Number:	72221270	PRO DOPE
Serial Number:	72240174	TUFF-SEAL
Serial Number:	72285693	H HERCULES
Serial Number:	72322296	FLIP-STICK
Serial Number:	72334354	JOHNI-BOLT
Serial Number:	73002940	SCORE
Serial Number:	73131302	IRON IKE
Serial Number:	73340049	SWIF

**REEL: 004718 FRAME: 0007** 

TRADEMARK

Serial Number:	73499083	JOHNI-RING
Serial Number:	73521193	HERCULES
Serial Number:	74062872	DUCK BUTTER
Serial Number:	74449047	PRO-POXY
Serial Number:	75537574	GLUG
Serial Number:	76044716	DRAIN SNAKE
Serial Number:	76044717	CLOROBEN
Serial Number:	76044721	CLORO-DOSER
Serial Number:	76044723	OPEN WIDE
Serial Number:	76044744	BACTA-LIFE
Serial Number:	76046077	
Serial Number:	76046079	CLOROBEN
Serial Number:	76046280	CLOROCLEAN
Serial Number:	76046489	DE
Serial Number:	76046497	AID-OX
Serial Number:	76150961	STA PUT
Serial Number:	76151439	MEGA BUBBLE
Serial Number:	77165276	UN-PURPLE
Serial Number:	78456840	JOHNI QUICK BOLT
Serial Number:	78944954	STA PUT ULTRA
Serial Number:	85214843	EXTENDA-SPOUT
Serial Number:	85372437	TORNADO
Serial Number:	85372491	HERCULES TORNADO

#### **CORRESPONDENCE DATA**

Fax Number: (216)241-0816 Phone: 216-622-8200

Email: jcastrovinci@calfee.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Juliet P. Castrovinci Address Line 1: 1405 East Sixth Street

Address Line 2: Calfee, Halter & Griswold LLP Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	07593/04287
NAME OF SUBMITTER:	Juliet P. Castrovinci
Cianatura:	TRADEMARK

	/Juliet P. Castrovinci/
Date:	02/13/2012

#### Total Attachments: 22

source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page1.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page2.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page3.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page4.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page5.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page6.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page7.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page8.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page9.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page10.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page11.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page12.tif source=Assignment Cover Sheet and Assignment Document for ReelFrame 47150284#page13.tif source=Intellectual Property Assignment with typo noted#page1.tif source=Intellectual Property Assignment with typo noted#page2.tif source=Intellectual Property Assignment with typo noted#page3.tif source=Intellectual Property Assignment with typo noted#page4.tif source=Intellectual Property Assignment with typo noted#page5.tif source=Intellectual Property Assignment with typo noted#page6.tif source=Intellectual Property Assignment with typo noted#page7.tif source=Intellectual Property Assignment with typo noted#page8.tif source=Intellectual Property Assignment with typo noted#page9.tif



#### **United States Patent and Trademark Office**

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News |



#### Electronic Trademark Assignment System

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

Confirmation Receipt
Receipt
Received at
Period by the USPTO.
Receipt

#### 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
Hercules Chemical Corporation, Inc.		12/31/2011	CORPORATION: NEW JERSEY

#### RECEIVING PARTY DATA

Name:	HCC Holdings, Inc.		
Street Address:	4700 W. 160th Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44145		
Entity Type:	CORPORATION: OHIO		

#### PROPERTY NUMBERS Total: 35

Number	Word Mark
4034126	EXTENDA-SPOUT
85372491	HERCULES TORNADO
85372437	TORNADO
3390228	STA PUT ULTRA
	4034126 85372491 85372437

Registration	3049394	JOHNI QUICK BOLT
Number:	3049394	JOHNI QUICK BOLT
Registration Number:	3623540	UN-PURPLE
Registration Number:	2497976	AID-OX
Registration Number:	2526928	DE
Registration Number:	2551869	CLOROCLEAN
Registration Number:	2473402	CLOROBEN
Registration Number:	2479619	BACTA-LIFE
Registration Number:	2450984	CLORO-DOSER
Registration Number:	2475563	CLOROBEN
Registration Number:	2544176	DRAIN SNAKE
Registration Number:	2644000	MEGA BUBBLE
Registration Number:	2519782	STA PUT
Registration Number:	2475566	
Registration Number:	2473396	OPEN WIDE
Registration Number:	2292532	GLUG
Registration Number:	1654611	DUCK BUTTER
Registration Number:	1851245	PRO-POXY
Registration Number:	1397257	HERCULES
Registration Number:	1359205	JOHNI-RING
Registration Number:	1272249	SWIF
Registration Number:	1097830	IRON IKE

Registration Number:	0996011	SCORE
Registration Number:	0881858	FLIP-STICK
Registration Number:	0887705	H HERCULES .
Registration Number:	0783364	CLOBBER
Registration Number:	0686158	HERCULES
Registration Number:	0668137	HERCULES
Registration Number:	0805748	WHAM
Registration Number:	0892327	JOHNI-BOLT
Registration Number:	0829776	TUFF-SEAL
Registration Number:	0808018	PRO DOPE

#### CORRESPONDENCE DATA

Fax Number:

(216)241-0816

Phone:

216-622-8200

Email: Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

ipdocket@calfee.com

Correspondent Name: Juliet P. Castrovinci

Address Line 1:

1405 East Sixth Street

Address Line 2:

Calfee, Halter & Griswold LLP

Address Line 4:

Signature:

Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	07593/04287
NAME OF SUBMITTER:	Juliet P. Castrovinci

Date:		02/10/2012

#### **Total Attachments: 9**

source=Intellectual Property Assignment - EXECUTED#page1.tif source=Intellectual Property Assignment - EXECUTED#page2.tif source=Intellectual Property Assignment - EXECUTED#page3.tif source=Intellectual Property Assignment - EXECUTED#page4.tif

source=Intellectual Property Assignment - EXECUTED#page5.tif source=Intellectual Property Assignment - EXECUTED#page6.tif

source=Intellectual Property Assignment - EXECUTED#page7.tif

/Juliet P. Castrovinci/

source=Intellectual Property Assignment - EXECUTED#page8.tif source=Intellectual Property Assignment - EXECUTED#page9.tif

#### RECEIPT INFORMATION

ETAS ID:

TM226387

Receipt Date: Fee Amount:

02/10/2012 \$890

#### Return to home page

| .HOME | INDEX | SEARCH | eBUSINESS | CONTACT US | PRIVACY STATEMENT

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of December 31, 2011 (the "Effective Date"), is made and entered into by and between Hercules Chemical Corporation, Inc., a New Jersey corporation ("Seller"), and HCC Holdings, Inc., an Ohio corporation ("Purchaser"). Purchaser and Seller are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Purchaser and Seller have entered into a certain Asset Purchase Agreement, dated as of December 31, 2011 (the "Purchase Agreement"), pursuant to which Purchaser is acquiring certain assets of Seller.

WHEREAS, Seller has agreed, pursuant to the Purchase Agreement, to sell, transfer, convey, assign, grant, and deliver, or cause to be sold, transferred, conveyed, assigned, granted, and delivered to Purchaser, and Purchaser has agreed to purchase from Seller, all of Seller's right, title, and interest in and to the Purchased Assets purchased by Purchaser pursuant to the Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms and conditions set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants, and agreements set forth therein, and in consideration of the promises hereof, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, does hereby agree as of the Effective Date as follows:

- Seller hereby sells, transfers, conveys, assigns, grants, and delivers to Purchaser all right, title, and interest in and to (i) all of Seller's patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names and other intellectual property (the "Seller's Intellectual Property"), whether or not registered, including, without limitation, the Seller's Intellectual Property identified in Section 2.01(c) and (d) of the Disclosure Schedules to the Purchase Agreement and set forth in the attached Exhibit A hereto, and further including all rights provided therein in the United States and throughout the world, including as provided by treaty or convention, (ii) all goodwill associated with such Seller's Intellectual Property and Seller's business and (iii) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the rights in such Seller's Intellectual Property.
- 2. Seller shall take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment at Purchaser's expense. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in Seller's Intellectual Property; the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities; and assisting Purchaser with the procurement, maintenance, enforcement, and defense of such Seller's Intellectual Property without charge to Purchaser.
- 3. Seller may not assign, delegate, or transfer its rights or obligations under this Assignment without the prior written consent of Purchaser. This Assignment is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 4. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this

Agreement to produce or account for more than one (1) of such counterparts. Facsimiles or other electronic transmissions of signatures shall be deemed to be originals.

- 5. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
- 6. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, as applicable to agreements executed and entirely performed in such State and without giving effect to the choice of law rules of such State.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

PURCHASER;
HCC Holdings, Inc.
Ву:
Name: Title:
· · · · · · · · · · · · · · · · · · ·
SELLER:
Hercules Chemical Company, Inc.
By: The Sam
Name: LEONMO A RUSOLO
Title: VACE PASSORT CEO

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

PURCHASER:

HCC Holdings, Inc.
By: Name: Neel R. Restivo
Title: Vue posell a Sentary
SELLER:
Hercules Chemical Company, Inc.
• •
By:
Name:
rest of

Signature Page to Intellectual Property Assignment

**EXHIBIT A** 

TRADEMARKS, SERVICE MARKS, TRADE NAMES
Registered Owner: Hercules Chemical Company Incorporated

Trademark	Status	Countries	Renewal Date	Application No.	Registration No.
AID-OX	(8)	United States	October 16, 2021	76/046,497	2,497,976
BACTA-LIFE	(8)	United States	August 21, 2021	76//044,744	2,479,619
CLOBBER	®	United States	January 12, 2015	72/189,299	783,364
CLOROBEN	<b>®</b>	United States Greece	August 7, 2021 June 19, 2022	76/044,717 147893	2,475,563 147893
CLOROBEN & Teardrops Design	<b>@</b>	United States	July 31, 2021	76/046,079	2,473,402
<b>Coroben</b> ⊗					
CLOROCLEAN	(8)	United States	March 26, 2012	76/046,280	2,551,869
CLORO-DOSER	(8)	United States	May 15, 2021	76/044,721	2,450,984
DE	(8)	United States	January 8, 2022	76/046,489	2,526,928
DRAIN SNAKE	(8)	United States	March 5, 2012	76/044,716	2,544,176
DUCK BUTTER	(B)	United States	August 20, 2021	74/062,872	1,654,611
EXTENDA-SPOUT	(9)	United States	October 4, 2021	85/214,843	
FLIP-STICK	(B)	United States	December 2, 2019	72/322,296	881,858
GLUG	(8)	United States	November 16, 2019	75/537,574	2,292,532
H HERCULES & Design	<b>(E)</b>	United States	March 17, 2020	72/285,693	887,705
0					
HERCULES					
	(® in the United States,	United States	October 7, 2018	72/038,693	668,137
HERCULES	Canada and in the European Community				686,158 1,397,257
	4	Canada	October 3, 2018		TMA 111766
		European Community	July 28, 2020		9279597

HERCULES & Design	(8)	Canada	May 8, 2015	0320880	TMA169063
	)	raece	March 7 2021		102104
		Israel	August 29, 2021		77408
<b>Y</b> :					77409
HERCULES			-		77410
					77411
		,			77414
		Italy	June 17, 2018	07/000	1300017
		Omied Minguom	March 19, 2013	922046	922048
HERCULES FOR HANDS	® in France	United States	N/A		
	1 . 1 A . 1 . 3 W.L.	rrance	December 31, 2015	053398864	053398864
· · · · · · · · · · · · · · · · · · ·	States (as of 10/2010)				
HERCULES TORNADO	Pending	United States	Applied 7/15/2011	85/372,491	
IRON IKE	(R) ·	United States	August 1, 2018	73/131,302	1,097,830
JEL-FLUX	(8)	Greece.	December 6, 2021	106955	106955
JOHNI QUICK BOLT &	(3)	United States	January 24, 2016	78/456,840	3,049,394
Design		Canada	November 15, 2021	1237788	TMA676947
JOHNN BOLT					
JOHNI-BOLT	(8)	United States	June 9, 2020	72/334,354	892,327
		Canada	March 10, 2017	0337394	181737
JOHNI-RING	(B)	United States	September 10, 2015	73/499,083	1,359,205
MEGA BUBBLE	8	United States	October 29, 2012	76/151,439	2,644,000
OPEN WIDE	8	United States			2,473,396
PRO DOPE	(A)	United States	May 10, 2016	72/221,270	808,018
PRO-POXY	<u>@</u>	United States	August 30, 2014	74/449,047	1,851,245
1447		Israel	October 14, 2014	89277	89277
SCORE	(B)	United States	October 22, 2014	73/002,940	996,011
SIZZLE	(B)	United States	March 15, 2016	72/220,370	805,747
STA PUT	(B)	United States	December 18, 2021	76/150,961	2,519,782
STA PITT TRA	® in the United States	United States	February 26, 2018	78/944,954	3,390,228
	and Canada	Canada	February 15, 2026	1334463	TMA790740
SWIF	(B)	United States	April 3, 2014	73/340,049	1,272,249
TAPE DOPE	(B)	United States	April 25, 2017	72/244,324	827,761

TEAR DROPS & Design	<b>@</b>	United States	August 7, 2021	76/046,077	2,475,566
<b>\$</b>					·
TORNADO	Pending	United States	Applied 7/15/2011	85/372,437	
TUFF-SEAL	(8)	United States	June 6, 2017	72/240,174	829,776
	® in the United States	United States	May 19, 2019	77/165,276	3,623,540
UN-PURPLE	and Canada	Canada	November 9, 2025	1366802	TMA781961
	TM in Greece	Greece	N/A	152791	
WHAM	(8)	United States	March 15, 2016	72/220,371	805,748

# DOMAIN NAMES

http://www.herchem.com http://www.herchem.net http://www.herchem.mobi http://www.cloroben.com

#### **EXHIBIT A**

#### **Customs Recordations**

## U.S. Customs and Border Protection (CBP) Intellectual Property Rights Branch

1) <u>HERCULES (Reg. No. 668,137) bearing Customs Recordation Number TMK 09-00675</u> Renewal: October 7, 2018

Int. Class 003 - DRAIN PIPE, TOILET BOWL, TILE AND PORCELAIN, STORAGE TANK, FLOOR, CESSPOOL, BOILER AND HEATING SYSTEM CLEANERS, RUST AND STAIN REMOVER, SOOT DESTROYER, AND WATER AND OIL ABSORBER

2) <u>HERCULES (Reg. No. 686,158) bearing Customs Recordation Number TMK 09-00676</u> Renewal: <u>October 6, 2019</u>

Int. Class 017 - PLASTIC SEAL, PIPE JOINT COMPOUND, PUTTY, LIQUID COMPOSITION FOR REPAIRING LEAKS IN BOILERS AND TUBING JOINTS IN HEATING SYSTEMS, AND FURNACE CEMENT

3) <u>HERCULES (Reg. No. 1,397,257) bearing Customs Recordation Number TMK 09-00677</u> Renewal: <u>June 17, 2016</u>

Int. Class 001 - SOLDER AND SOLDERING FLUXES SOLD AS A UNIT, SOLDERING FLUXES, STOVE CEMENT, PLASTIC PIPE CEMENT, AND ANTIFREEZE FOR PROTECTING BOILERS, PIPE LINES AND FRESH WATER SYSTEMS

Int. Class 002 - HEAT-PROOF FINISHES AND PAINTS, AND PIPE JOINT COMPOUND IN PASTE FORM

Int. Class 003 - CLEANING COMPOUNDS FOR THE HANDS, TOILETS, TUBS, TILE PIPING, STOVES, WATER HEATERS, AND TOOLS

Int. Class 004 - PENETRATING, LUBRICATING AND CUTTING OIL, AND PIPE JOINT TAPE LUBRICANT

Int. Class 005 - ROOT-DESTROYING PREPARATION FOR SEWER LINES

Int. Class 006 - METAL BOLTS FOR SECURING TOILET BOWLS

Int. Class 017 - WAX GASKETS, CAULKING AND PACKING COMPOUNDS, AND PIPE JOINT COMPOUND IN TAPE FORM

4) H HERCULES & Design (Reg. No. 887,705) bearing Customs Recordation Number TMK 09-00678 Renewal: March 17, 2020

Int. Class 017 - CHEMICAL PRODUCTS FOR PLUMBING, HEATING AND AIR-CONDITIONING USENAMELY, HOT WATER HEATING SYSTEMS AND BOILER SEALANTS

Int. Class 017, 019 - PIPE JOINT COMPOUNDS, ROOF CEMENT, PLASTIC PIPE CEMENT

Int. Class 001, 006 - SOLDER AND SOLDERING FLUXES

Int. Class 003 - HAND CLEANER, POWDERED SOOT REMOVER, PREPARATION FOR CLEANING FUEL OIL SYSTEMS

#### **EXHIBIT A**

#### **PATENTS**

Registered Owner: Hercules Chemical Company, Inc.

1) THREAD SEALANTS WITH ENGINEERED FIBERS

Product: Megaloc™

Other Countries: Patents pending in Canada, Europe and Israel

U.S. Patent No. 7,624,990

Application No. 11/402,414

Canadian Application No. 2,604,620

**European Patent Convention** Application No. 06749675.2

Israeli Application No. 186,579

2) PUTTY COMPOSITION AND METHOD

Product: Sta Put Ultra®

Other Countries: Patent pending in Canada

U.S. Patent No. 7,434,812

Application No. 11/286,107

Canadian Application No. 2,629,981

3) LOW SILICA FURNACE CEMENT

Product: Furnace Cement-Clean & Friendly Formulation

U.S. Patent No. 6,506,247 Application No. 09/996,291

4) TOWELETTE DISPENSER

Product: Hercules for Hands™

Other Countries: Patents also granted in Canada & Israel

U.S. Patent No. 6,138,867 Application No. 09/305,244

Canadian Patent No. 2,307,432

Israeli Patent No. 135,931

5) COLORLESS PRIMER COMPOSITION AND METHOD

Product: Unpurple®

U.S. Patent No. 7,648,603 Application No. 11/498,636

6) PUSH-ON BOLT STABILIZER

Product: Johni Quick Bolt®

U.S. Patent No. 7,950,886 Application No. 12/401,913

Application No. 13/083,100

Other Countries: Possibly Mexico (waiting confirmation)

Product: Cryotek™-100/AL

U.S. Patent No. 7,435,359 Application No. 11/019,869

8) METHOD AND COMPOSITION FOR CLEARING SEWER LINES

OF ROOTS UTILIZING HERBICIDES AND BACTERIA

7) CORROSION INHIBITING HEAT TRANSFER MATERIALS

Product: Root Force™

U.S. Application No. 12/625,289

# \* Note correction of typographical error. See signature page and Exhibit 4, which reflect that Hercules Chemical Company, Inc. is the Conveying Party

#### INTELLECTUAL PROPERTY ASSIGNMENT

Company

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of December 31, 2011 (the "Effective Date"), is made and entered into by and between Hercules Chemical Corporation; Inc., a New Jersey corporation ("Seller"), and HCC Holdings, Inc., an Ohio corporation ("Purchaser"). Purchaser and Seller are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Purchaser and Seller have entered into a certain Asset Purchase Agreement, dated as of December 31, 2011 (the "Purchase Agreement"), pursuant to which Purchaser is acquiring certain assets of Seller.

WHEREAS, Seller has agreed, pursuant to the Purchase Agreement, to sell, transfer, convey, assign, grant, and deliver, or cause to be sold, transferred, conveyed, assigned, granted, and delivered to Purchaser, and Purchaser has agreed to purchase from Seller, all of Seller's right, title, and interest in and to the Purchased Assets purchased by Purchaser pursuant to the Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms and conditions set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants, and agreements set forth therein, and in consideration of the promises hereof, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, does hereby agree as of the Effective Date as follows:

- 1. Seller hereby sells, transfers, conveys, assigns, grants, and delivers to Purchaser all right, title, and interest in and to (i) all of Seller's patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names and other intellectual property (the "Seller's Intellectual Property"), whether or not registered, including, without limitation, the Seller's Intellectual Property identified in Section 2.01(c) and (d) of the Disclosure Schedules to the Purchase Agreement and set forth in the attached Exhibit A hereto, and further including all rights provided therein in the United States and throughout the world, including as provided by treaty or convention, (ii) all goodwill associated with such Seller's Intellectual Property and Seller's business and (iii) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the rights in such Seller's Intellectual Property.
- 2. Seller shall take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment at Purchaser's expense. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in Seller's Intellectual Property; the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities; and assisting Purchaser with the procurement, maintenance, enforcement, and defense of such Seller's Intellectual Property without charge to Purchaser.
- 3. Seller may not assign, delegate, or transfer its rights or obligations under this Assignment without the prior written consent of Purchaser. This Assignment is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 4. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this

Agreement to produce or account for more than one (1) of such counterparts. Facsimiles or other electronic transmissions of signatures shall be deemed to be originals.

- 5. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
- 6. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, as applicable to agreements executed and entirely performed in such State and without giving effect to the choice of law rules of such State.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

PURCHASER:
HCC Holdings, Inc.
Name:
Title:
SELLER:
,
Hercules Chemical Company, Inc.
By: Man
Name: LEONAMO A RUSOLO
Title: VUER PASSIDANT (CEO

Signature Page to Intellectual Proporty Assignment

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

PURCHASER:
HCC Holdings, Inc.
By: Name: Neal R. Restivo. Title: Une Prosidial Servicey
SELLER:
Hercules Chemical Company, Inc.
By: Name:

Signature Page to Intellectual Property Assignment

**EXHIBIT A** 

TRADEMARKS, SERVICE MARKS, TRADE NAMES
Registered Owner: Hercules Chemical Company Incorporated

Trademark	Status	Countries	Renewal Date	Application No.	Registration No.
AID-OX	(8)	United States	October 16, 2021	76/046,497	2,497,976
BACTA-LIFE	(8)	United States	August 21, 2021	76//044,744	2,479,619
CLOBBER	(8)	United States	January 12, 2015	72/189,299	783,364
CLOROBEN	<b>®</b>	United States Greece	August 7, 2021 June 19, 2022	76/044,717 147893	2,475,563
CLOROBEN & Teardrops Design	<b>a</b>	United States	July 31, 2021	76/046,079	2,473,402
Oproben ⊗					
CLOROCLEAN	(8)	United States	March 26, 2012	76/046,280	2,551,869
CLORO-DOSER	(8)	United States	May 15, 2021	76/044,721	2,450,984
DE	(8)	United States	January 8, 2022	76/046,489	2,526,928
DRAIN SNAKE	(8)	United States	March 5, 2012	76/044,716	2,544,176
DUCK BUTTER	(8)	United States	August 20, 2021	74/062,872	1,654,611
EXTENDA-SPOUT	(B)	United States	October 4, 2021	85/214,843	
FLIP-STICK	(B)	United States	December 2, 2019	72/322,296	881,858
GLUG	®	United States	November 16, 2019	75/537,574	2,292,532
H HERCULES & Design	(8)	United States	March 17, 2020	72/285,693	887,705
HERCULES					
	® in the United States,	United States	October 7, 2018	72/038,693	668,137
HERCILLES	Canada and in the Furonean Community				686,158
	Campungo modoro	Canada	October 3, 2018		TMA 111766
		European Community	July 28, 2020		9279597

HEDOTH EC & Decion	@	Conodo	Mar. 9 2015	0000000	TRATA 150050
incorred & Design	)	Canada	May 0, 2013	0000700	102104 102104
		Jeece Teece	Malcu 7, 2021		103104
		Israel	August 29, 2021		//408
					7/409
HERCULES					7/410
					77411
					77414
the second of		Italy	June 17, 2018		1300017
		United Kingdom	March 19, 2013	922648	922648
HERCULES FOR HANDS	® in France	United States	N/A		
		France	December 31, 2015	053398864	053398864
	TM in the United			•	
	States (as of 10/2010)				
HERCULES TORNADO	Pending	United States	Applied 7/15/2011	85/372,491	
IRON IKE		United States	August 1, 2018	73/131,302	1,097,830
JEL-FLUX	(B)	Greece	December 6, 2021	106955	106955
JOHNI QUICK BOLT &	(B)	United States	January 24, 2016	78/456,840	3,049,394
Design		Canada	November 15, 2021	1237788 .	TMA676947
JOHN BOLT					
JOHNI-BOLT	(E)	United States	June 9, 2020	72/334,354	892,327
		Canada	March 10, 2017	0337394	181737
JOHNI-RING	®	United States	September 10, 2015	73/499,083	1,359,205
MEGA BUBBLE	®	United States	October 29, 2012	76/151,439	2,644,000
OPEN WIDE	(8)	United States			2,473,396
PRO DOPE	(B)	United States	May 10, 2016	72/221,270	808,018
AXUa Uda	<b>(a)</b>	United States	August 30, 2014	74/449,047	1,851,245
I NO-1 OA 1		Israel	October 14, 2014	89277	89277
SCORE	(8)	United States	October 22, 2014	73/002,940	996,011
SIZZLE	(8)	United States	March 15, 2016	72/220,370	805,747
STA PUT	(B)	United States	December 18, 2021	76/150,961	2,519,782
STA DITTITTEA	® in the United States	United States	February 26, 2018	78/944,954	3,390,228
	and Canada	Canada	February 15, 2026	1334463	TMA790740
SWIF	@	United States	April 3, 2014	73/340,049	1,272,249
TAPE DOPE	(8)	United States	April 25, 2017	72/244,324	827,761

~ ~		United States	August 7, 2021	76/046,077	2,475,566
<u></u>	,			·	
TORNADO Pending		United States	Applied 7/15/2011	85/372,437	
TUFF-SEAL ®		United States	June 6, 2017	72/240,174	829,776
(8) in th	® in the United States	United States	May 19, 2019	77/165,276	3,623,540
UN-PURPLE and Ca	and Canada	Canada	November 9, 2025	1366802	TMA781961
TM in	TM in Greece	Greece	N/A	152791	
WHAM (®		United States	March 15, 2016	72/220,371	805,748

DOMAIN NAMES

http://www.herchem.com http://www.herchem.net http://www.herchem.mobi http://www.cloroben.com

#### **EXHIBIT A**

#### **Customs Recordations**

## U.S. Customs and Border Protection (CBP) Intellectual Property Rights Branch

1) <u>HERCULES (Reg. No. 668,137) bearing Customs Recordation Number TMK 09-00675</u> Renewal: October 7, 2018

Int. Class 003 - DRAIN PIPE, TOILET BOWL, TILE AND PORCELAIN, STORAGE TANK, FLOOR, CESSPOOL, BOILER AND HEATING SYSTEM CLEANERS, RUST AND STAIN REMOVER, SOOT DESTROYER. AND WATER AND OIL ABSORBER

2) <u>HERCULES (Reg. No. 686,158) bearing Customs Recordation Number TMK 09-00676</u> Renewal: <u>October 6, 2019</u>

Int. Class 017 - PLASTIC SEAL, PIPE JOINT COMPOUND, PUTTY, LIQUID COMPOSITION FOR REPAIRING LEAKS IN BOILERS AND TUBING JOINTS IN HEATING SYSTEMS, AND FURNACE CEMENT

3) HERCULES (Reg. No. 1,397,257) bearing Customs Recordation Number TMK 09-00677 Renewal: June 17, 2016

Int. Class 001 - SOLDER AND SOLDERING FLUXES SOLD AS A UNIT, SOLDERING FLUXES, STOVE CEMENT, PLASTIC PIPE CEMENT, AND ANTIFREEZE FOR PROTECTING BOILERS, PIPE LINES AND FRESH WATER SYSTEMS

Int. Class 002 - HEAT-PROOF FINISHES AND PAINTS, AND PIPE JOINT COMPOUND IN PASTE FORM

Int. Class 003 - CLEANING COMPOUNDS FOR THE HANDS, TOILETS, TUBS, TILE PIPING, STOVES, WATER HEATERS, AND TOOLS

Int. Class 004 - PENETRATING, LUBRICATING AND CUTTING OIL, AND PIPE JOINT TAPE LUBRICANT

Int. Class 005 - ROOT-DESTROYING PREPARATION FOR SEWER LINES

Int. Class 006 - METAL BOLTS FOR SECURING TOILET BOWLS

Int. Class 017 - WAX GASKETS, CAULKING AND PACKING COMPOUNDS, AND PIPE JOINT COMPOUND IN TAPE FORM

4) H HERCULES & Design (Reg. No. 887,705) bearing Customs Recordation Number TMK 09-00678
Renewal: March 17, 2020

Int. Class 017 - CHEMICAL PRODUCTS FOR PLUMBING, HEATING AND AIR-CONDITIONING USE-NAMELY, HOT WATER HEATING SYSTEMS AND BOILER SEALANTS

Int. Class 017, 019 - PIPE JOINT COMPOUNDS, ROOF CEMENT, PLASTIC PIPE CEMENT

Int. Class 001, 006 - SOLDER AND SOLDERING FLUXES

Int. Class 003 - HAND CLEANER, POWDERED SOOT REMOVER, PREPARATION FOR CLEANING FUEL OIL SYSTEMS

#### **EXHIBIT A**

#### **PATENTS**

Registered Owner: Hercules Chemical Company, Inc.

1) THREAD SEALANTS WITH ENGINEERED FIBERS

Product: Megaloc™

Other Countries: Patents pending in Canada, Europe and Israel

U.S. Patent No. 7,624,990

Application No. 11/402,414

Canadian Application No. 2,604,620

European Patent Convention
Application No. 06749675.2
Israeli Application No. 186,579

2) PUTTY COMPOSITION AND METHOD

Product: Sta Put Ultra®

Other Countries: Patent pending in Canada

U.S. Patent No. 7,434,812 Application No. 11/286,107

Canadian Application No. 2,629,981

3) LOW SILICA FURNACE CEMENT

Product: Furnace Cement-Clean & Friendly Formulation

U.S. Patent No. 6,506,247 Application No. 09/996,291

4) TOWELETTE DISPENSER

Product: Hercules for Hands™

Other Countries: Patents also granted in Canada & Israel

U.S. Patent No. 6,138,867 Application No. 09/305,244

Canadian Patent No. 2,307,432

Israeli Patent No. 135,931

5) COLORLESS PRIMER COMPOSITION AND METHOD

Product: Unpurple®

U.S. Patent No. 7,648,603 Application No. 11/498,636

6) PUSH-ON BOLT STABILIZER

Product: Johni Quick Bolt®

Other Countries: Possibly Mexico (waiting confirmation)

U.S. Patent No. 7,950,886

Application No. 12/401,913

Application No. 13/083,100

7) CORROSION INHIBITING HEAT TRANSFER MATERIALS

Product: Cryotek™-100/AL

U.S. Patent No. 7,435,359 Application No. 11/019,869

8) METHOD AND COMPOSITION FOR CLEARING SEWER LINES

OF ROOTS UTILIZING HERBICIDES AND BACTERIA

Product: Root Force™

U.S. Application No. 12/625,289

TRADEMARK REEL: 004718 FRAME: 0031

**RECORDED: 02/15/2012**