### 900227727 07/09/2012

## 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
James H. Cullen, not individually, but as Trustee-Assignee for the benefit of creditors of Rotonics Manufacturing, Inc.		03/29/2012	TRUSTEE: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	Snyder Products, LLC	
Street Address:	P.O. Box 4583	
City:	Lincoln	
State/Country:	NEBRASKA	
Postal Code:	68504	
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS	

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1844970	STRATIS
Registration Number:	2173353	DECK-LOK
Registration Number:	1275947	ROTO BUOY
Registration Number:	3535837	THERMOPALLET
Registration Number:	3751468	ROTONICS

## **CORRESPONDENCE DATA**

**Fax Number**: 9136479057

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

via US Mail.

Phone: 9136479050

Email: awilliams@hoveywilliams.com

Correspondent Name: Thomas H. Van Hoozer Address Line 1: 10801 Mastin Blvd.

Address Line 2: Suite 1000

TRADEMARK REEL: 004816 FRAME: 0861 1844970

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Address Line 4: Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	2498.105	
NAME OF SUBMITTER:	Thomas H. Van Hoozer	
Signature:	/Thomas H. Van Hoozer/	
Date:	07/09/2012	
Total Attachments: 4 source=AMENDED Assign from Cullen to Snyder Products LLC#page1.tif source=AMENDED Assign from Cullen to Snyder Products LLC#page2.tif source=AMENDED Assign from Cullen to Snyder Products LLC#page3.tif source=AMENDED Assign from Cullen to Snyder Products LLC#page4.tif		

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#### AMENDED AND RESTATED TRADEMARK ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK ASSIGNMENT (this "Assignment"), effective as of March 9, 2012, is executed and delivered by James H. Cullen, not individually, but solely as in his capacity as Trustee-Assignee ("Assignor") under that certain Trust Agreement and Assignment For The Benefit of Creditors of Rotonics Manufacturing, Inc., dated as of January 18, 2012, in favor of Snyder Products, LLC (successor by merger to Snyder Products, Inc.) ("Assignee").

Pursuant to that certain Foreclosure Sale Agreement, dated as of March 9, 2012, by and among Snyder Products, Inc., Wells Fargo Bank, National Association and Assignor (the "Purchase Agreement"), Snyder Products, Inc. agreed to purchase from Assignor, and Assignor agreed to sell to Snyder Products, Inc. in a private foreclosure sale under the applicable provisions of Article 9 of the UCC, certain assets of Rotonics Manufacturing, Inc. and its subsidiaries, including Stratis Corporation, including all worldwide right, title and interest in, to and under the trademark registrations and applications identified and set forth on Schedule A attached hereto and all goodwill associated therewith (collectively, the "Trademarks").

Whereas, effective as of March 29, 2012, Snyder Products, Inc. merged with and into Snyder Products Merger Sub, LLC, which continued as the surviving entity and subsequently changed its name to Snyder Products, LLC.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, effective as of March 9, 2012, Assignor hereby agrees:

- 1. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, effective as of March 9, 2012, free and clear of any and all liens and encumbrances, all of its right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
- 3. To the extent that any terms and provisions of this Assignment are in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to rules governing the conflict of laws.

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- 5. This Assignment may be executed and delivered in one or more counterparts (including by means of facsimile or electronic delivery in portable document format), each such counterpart shall be deemed an original and all such counterparts shall constitute one and the same agreement.
- 6. This Assignment is executed by the Assignor, not personally, but solely as Trustee-Assignee under the Trust Agreement and Assignment for the Benefit Of Creditors of Rotonics Manufacturing, Inc. in the exercise of the powers and authority conferred and vested in him as such Trustee-Assignee, and it is expressly understood and agreed by every party hereto and every person now or hereafter claiming any right or interest hereunder that nothing contained herein shall be construed as creating any personal liability on the Assignor or any of his agents under said Trust Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

### **ASSIGNOR:**

James H. Cullen, not individually, but as	
Trustee-Assignee for the benefit of creditors of	ĩ
Rotonics Manufacturing, Inc.	

# ASSIGNEE:

Snyder Products, LLC (successor by merger to Snyder Products, Inc.)

By: Sam Stenly
Name: DAVID GENTRY
Title: CFO

# Schedule A

# Rotonics Manufacturing Inc.

Country	Mark	Appi/Reg. No.	Filing/Reg. Date
US	ROTO BUOY	1275947	1-May-1984
US	THERMOPALLET	3535837	25-Nov-2008
US	ROTONICS and	3751468	23-Feb-2010
	Design		
Canada	TERRACAST	TMA337612	04-Mar-1988

# **Stratis Corporation**

Country	Mark	Appl/Reg. No.	Filing/Reg. Date
US	STRATIS	1844970	12-Jul-1994
US	DECK-LOK	2173353	14-Jul-1998
European	STRATIS	CTM497958	30-Mar-1999
Community			
Japan	STRATIS	4432256	17-Nov-2000

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**RECORDED: 07/09/2012**