

## 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 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:	OHIO		
Postal Code:	44145		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0827761	TAPE DOPE	
Registration Number:	0805747	SIZZLE	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-622-8200		
Email:	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:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	07593/03905		
NAME OF SUBMITTER:	Juliet P. Castrovinci		

Signature:	/Juliet P. Castrovinci/
Date:	01/11/2013
<b>Total Attachments: 9</b> 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 source=Intellectual Property Assignment - EXECUTED#page8.tif source=Intellectual Property Assignment - EXECUTED#page9.tif	

## 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:

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.

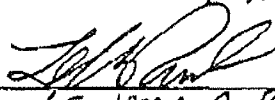
**PURCHASER:**

HCC Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

Hercules Chemical Company, Inc.


By:   
Name: LEONARDO A RUVOLO  
Title: VICE PRESIDENT ICFE

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: Neal R. Restivo  
Title: Vice President & Secretary

**SELLER:**



Hercules Chemical Company, Inc.



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A


TRADEMARKS, SERVICE MARKS, TRADE NAMES

**Registered Owner: Hercules Chemical Company Incorporated**

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

HERCULES & Design 	®	Canada Greece Israel	May 8, 2015 March 7, 2021 August 29, 2021	0320880	TMA169063 103104 77408 77409 77410 77411 77414 1300017 922648
HERCULES FOR HANDS	® in France  TM in the United States (as of 10/2010)	United States France	N/A December 31, 2015	053398864	053398864
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	®	Greece	December 6, 2021	106955	106955
JOHNI QUICK BOLT & Design 	®	United States Canada	January 24, 2016 November 15, 2021	78/456,840 1237788	3,049,394 TMA676947
JOHNI-BOLT	®	United States Canada	June 9, 2020 March 10, 2017	72/334,354 0337394	892,327 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	®	United States			2,473,396
PRO DOPE	®	United States	May 10, 2016	72/221,270	808,018
PRO-POXY	®	United States Israel	August 30, 2014 October 14, 2014	74/449,047 89277	1,851,245 89277
SCORE	®	United States	October 22, 2014	73/002,940	996,011
SIZZLE	®	United States	March 15, 2016	72/220,370	805,747
STA PUT	®	United States	December 18, 2021	76/150,961	2,519,782
STA PUT ULTRA	® in the United States and Canada	United States Canada	February 26, 2018 February 15, 2026	78/944,954 1334463	3,390,228 TMA790740
SWIF	®	United States	April 3, 2014	73/340,049	1,272,249
TAPE DOPE	®	United States	April 25, 2017	72/244,324	827,761



TEAR DROPS & Design 	®	United States	August 7, 2021	76/046,077	2,475,566
TORNADO	Pending	United States	Applied 7/15/2011	85/372,437	
TUFF-SEAL	®	United States	June 6, 2017	72/240,174	829,776
UN-PURPLE	® in the United States and Canada	United States Canada	May 19, 2019 November 9, 2025	77/165,276 1366802	3,623,540 TMA781961
	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) **HERCULES (Reg. No. 668,137) bearing Customs Recordation Number TMK 09-00675**  
**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) **HERCULES (Reg. No. 686,158) bearing Customs Recordation Number TMK 09-00676**  
**Renewal: October 6, 2019**  
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