#### 900253231 04/23/2013

#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving Party data, entity type previously recorded on Reel 004875 Frame 0138. Assignor(s) hereby confirms the Assignment of the entire interest and goodwill.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Whitford Worldwide Company		09/30/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Polymeric Systems, Inc.	
Street Address:	47 Park Avenue	
City:	Elverson	
State/Country:	PENNSYLVANIA	
Postal Code:	19520	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3234412	FIXITFAST

#### **CORRESPONDENCE DATA**

Fax Number: 2152683871

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

via US Mail.

Phone: 215-268-3888

dockets@riversidelaw.com Email:

Correspondent Name: Justin C. Allen

Address Line 1: 300 Four Falls Corporate Center

Address Line 2: Suite 710

Address Line 4: West Conshohocken, PENNSYLVANIA 19428

ATTORNEY DOCKET NUMBER:	206016.601552
NAME OF SUBMITTER:	Joshua M. Warminsky

REEL: 005012 FRAME: 0534

**TRADEMARK** 

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Signature:	/jmw/
Date:	04/23/2013
Total Attachments: 4 source=assignment-tm-4875-0138#page1.t source=assignment-tm-4875-0138#page2.t source=assignment-tm-4875-0138#page3.t source=assignment-tm-4875-0138#page4.t	if

TRADEMARK
REEL: 005012 FRAME: 0535

## 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
Whitford Worldwide Company		09/30/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Polymeric Systems, Inc.	
Street Address:	47 Park Avenue	
City:	Elverson	
State/Country:	PENNSYLVANIA	
Postal Code:	19520	
Entity Type:	INC. ASSOCIATION: PENNSYLVANIA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3234412	FIXITFAST

## **CORRESPONDENCE DATA**

Fax Number:

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

via US Mail.

Phone: 215-268-3888

Email: dockets@riversidelaw.com
Correspondent Name: Joshua M. Warminsky

Address Line 1: 300 Conshohocken State Road

Address Line 2: 300 Four Falls Corp. Center Suite 710

Address Line 4: West Conshohocken, PENNSYLVANIA 19428

ATTORNEY DOCKET NUMBER:	206016.601552
NAME OF SUBMITTER:	Joshua M. Warminsky
Signature:	/jmw/

TRADEMARK

REEL: 004875 FRAME: 0138 TRADEMARK

REEL: 005012 FRAME: 0536

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Date:	10/05/2012
Total Attachments: 2 source=20121005105629842#page1.tif source=20121005105629842#page2.tif	

TRADEMARK REEL: 004875 FRAME: 0139 TRADEMARK

REEL: 005012 FRAME: 0537

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of the  $30^{+10}$  day of September, 2012, is made from Whitford Worldwide Company (the "Assignor"), having its principal place of business at 103 Springer Building, 3411 Silverside Road, Wilmington, DE 19810, to Polymeric Systems, Inc., 47 Park Avenue, Elverson, PA 19520 (the "Assignee").

WHEREAS, the Assignor is the registered owner of the U.S. trademark FIXITFAST, registration no. 3234412 (hereinafter, "the Mark"); and

WHEREAS, Assignee is desirous of acquiring the Mark, including the goodwill associated therewith; and

WHEREAS, the Mark is subject to the Amended and Restated Rider to Security Agreement (hereinafter "the Security Agreement") executed on the 4<sup>th</sup> day of May, 2012, between Whitford Corporation, Polymeric Systems, Inc., and Whitford Worldwide Company, collectively as "Grantor," and PNC Bank, National Association,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

- 1. Assignor has and hereby does assign to Assignee all of Assignor's right, title and interest in and to the Mark, including any registration therefor and the goodwill of the business symbolized thereby.
- 2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark and all proceeds of the Mark, including, without limitation, any and all causes of action for infringement or unauthorized use thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full term or terms for which the rights associated with the Mark may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.
- 3. The Assignor hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and/or deliver all such further documents, materials, information, assistance, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Mark and/or the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Mark and/or the Assets assigned, transferred and conveyed to Assignees pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

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- 4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.
- 5. Assignee hereby agrees that Assignee is subject to all terms, provisions, and conditions with respect to the Mark pursuant to the Security Agreement.
- 6. This Assignment constitutes and shall be deemed a contract made under the laws of the State of Pennsylvania for any and all purposes, and shall be interpreted and enforced in accordance with such laws, without regard to its conflicts of laws jurisprudence. Assignor and Assignees expressly consent to the jurisdiction of the federal courts in Pennsylvania in connection with any action arising from or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Assignment and caused the same to be duly delivered on its behalf.

Whitford Worldwide Company	
Arthony Wen	
SUTHOUY WELK	
DIRECTOR	
4 OCT 2012	
Polymeric Systems, Inc.	
All ian Jed	
Debra Parkes-Devlin	
VP/GM	

Date: 4 Oct 2012

TRADEMARK REEL: 00**5**8**72** FRAME: 0**539** 

RECORDED: 04/25/2012