

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
Jacob Stern & Sons, Inc	FORMERLY Philbem, Inc.	01/19/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Polystar <i>LLC</i>		
Street Address:	206 Brookhollow Rd SE		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1412832	ACME SHIELD	
CORRESPONDENCE DATA			
Fax Number:	7062783569		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	706 259 2586		
Email:	jtucker@mbnlaw.com		
Correspondent Name:	James F. Tucker, Jr.		
Address Line 1:	745 College Drive		
Address Line 4:	Dalton, GEORGIA 30720		
ATTORNEY DOCKET NUMBER:	ACME SHIELD ASSIGN		
NAME OF SUBMITTER:	James F. Tucker, Jr.		
Signature:	/James F. Tucker, Jr./		
Date:	08/01/2013		

OP \$40.00 1412832

Total Attachments: 8

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ASSIGNMENT OF TRADEMARK AND TRADENAME

THIS ASSIGNMENT OF TRADEMARK AND TRADENAME (this "Trademark Assignment") dated as of January 19, 2012 (the "Effective Date"), is made and entered into between Jacob Stern & Sons, Inc., a Pennsylvania corporation (formerly known as Philbern, Inc.) (the "Assignor") and Polystar LLC, a Georgia limited liability company (the "Assignee") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

Background

WHEREAS, Assignor owns all right, title, and interest in and to the trademark listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, and all goodwill arising from the use of and symbolized by said trademark (collectively, the "Trademark");

WHEREAS, by an Asset Purchase Agreement, dated January 19, 2012 (the "Purchase Agreement"), effective as of the Closing, Assignor agreed to assign to Assignee and Assignee agreed to accept the assignment of all of Assignor's right, title and interest in and to the Trademark; and

WHEREAS, the Parties wish to execute and deliver this Trademark Assignment for the purpose of effecting the intent under the Purchase Agreement and assigning the Trademark from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

Terms

1. Assignment and Transfer. Assignor hereby assigns, transfers and sets over to the Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in, to and under the Trademark for the United States and for all foreign jurisdictions, including all goodwill symbolized thereby, and the right to the registration of the Trademark not already registered in the United States, and the right to apply for the registration thereof in all foreign jurisdictions in the world, together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Due Authorization. The Assignor authorizes and requests the Commissioner for Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as owner of the Trademark, as assignee of the entire

right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required), at the Assignee's request and expense: (1) in the preparation and prosecution of any applications covering the trademark rights assigned herein; (2) in the prosecution or defense of any reissue, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Trademark Assignment; (3) in obtaining any additional trademark protection that the Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Trademark Assignment.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the Delaware (other than the choice of law principles thereof).

5. Amendment; Waiver. None of the provisions of this Trademark Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Conflict with Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

7. Counterparts. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which shall constitute one and the same agreement. Facsimile signatures (including those in PDF format) shall be treated as if they were originals.

8. Descriptive Headings; Interpretation. The descriptive headings of this Trademark Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Trademark Assignment. Whenever required by the context, any pronoun used in this Trademark Assignment shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Unless the context of this Trademark Assignment clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" or "without limitation" and (c) references "hereunder," "herein" or "hereby" relate to this Trademark Assignment.


9. Severability. If any term or provision of this Trademark Assignment shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, or affecting any other provision of this Trademark Assignment.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed and delivered this TRADEMARK ASSIGNMENT as of the date first written above.

“Assignee”

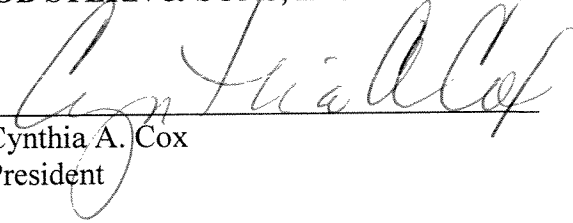
POLYSTAR, LLC

By:  _____
Eric Kuckoff
President

“Assignor”

JACOB STERN & SONS, INC.

By: _____


Cynthia A. Cox
President

ACKNOWLEDGEMENT OF POLYSTAR, LLC

STATE OF Pennsylvania)

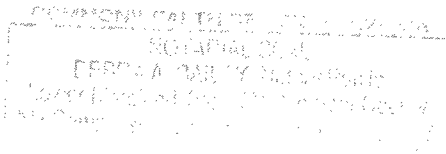
) ss.

COUNTY OF Montgomery)

On January 19, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Kuckoff, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Debra A. Bailey



ACKNOWLEDGEMENT OF JACOB STERN & SONS, INC.

STATE OF Pennsylvania)

) ss.

COUNTY OF Montgomery)

On January 19, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Cynthia A. Cox, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Debra A. Bailey

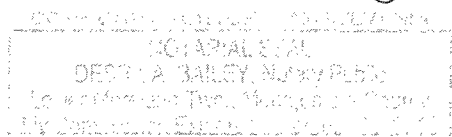


Exhibit A

Trademark Applications and Registrations

Country	Trademark	Reg. No	Reg. Date	Record Owner	Status
United States	ACME SHIELD	1412832	10/14/1986	Philbern, Inc. (former name of Jacob Stern & Sons, Inc.	[]