900273531 12/03/2013

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
Chase Facile, Inc.		10/07/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Triumph Insulation Systems, LLC	
Street Address:	3901 Jack Northrop Ave.	
City:	Hawthorne	
State/Country:	CALIFORNIA	
Postal Code:	90250	
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1246367	INSULFAB
Registration Number:	3169817	CHASE FACILE

CORRESPONDENCE DATA

Fax Number: 2155634044

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

via US Mail.

Phone: 2155634100

Email: docketclerk@ddhs.com, rherrell@ddhs.com

Correspondent Name: Roger W. Herrell, Esq. Address Line 1: 1601 Market Street

Address Line 2: Suite 2400

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	TRIUMPH INSULATION ASSMT	
NAME OF SUBMITTER:	Roger W. Herrell, Esq.	

TRADEMARK
REEL: 005166 FRAME: 0420

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Signature:	/Roger W. Herrell/
Date:	12/03/2013
Total Attachments: 3 source=INS Trademark Assignment#page1.tif source=INS Trademark Assignment#page2.tif source=INS Trademark Assignment#page3.tif	

TRADEMARK REEL: 005166 FRAME: 0421

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Trademark Assignment</u>") is made and executed as of October 7, 2013 by Chase Facile, Inc., a Massachusetts corporation ("<u>Assignor</u>") to Triumph Insulation Systems, LLC, a Nevada limited liability company ("<u>Assignee</u>").

WHEREAS, Chase Corporation, a Massachusetts corporation, and Assignee are parties to a certain Asset Purchase Agreement dated October 7, 2013 (the "Asset Purchase Agreement") pursuant to which Assignee acquired certain assets of Chase Corporation;

WHEREAS, under the Asset Purchase, Chase Corporation agreed to have transferred to Assignee the trademarks and associated registrations listed in the attached <u>Schedule A</u> (the "Trademarks");

WHEREAS, Assignor, as the sole and exclusive owner of the Trademarks in Schedule A, agrees to transfer to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby and all related applications (if any related applications exist), registrations and renewals therefor; and

WHEREAS, the Asset Purchase Agreement requires that this Trademark Assignment be duly executed and delivered to Assignee and Assignor agrees to execute and deliver the Trademark Assignment to Assignee.

NOW, THEREFORE, for and in consideration of the premises and of the covenants of each party set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound thereby, covenant and agree as follows:

- 1. Trademark Assignment. Assignor hereby conveys, transfers, assigns and delivers unto Assignee, all of Assignor's right, title, and interest in and to the Trademarks (including but not limited to all registration rights and all rights to prepare derivative marks with respect to the Trademarks), together with the underlying goodwill of the business associated with and symbolized by the Trademarks, as part of the transfer of the business pertaining to the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns and other legal representatives, as duly and entirely as the same would have been held or enjoyed by Assignor if this Trademark Assignment had not been made, along with all causes of action, including the right to sue and recover for past, present and future infringement.
- 2. Further Assurances. Assignor hereby agrees that, upon request by or on behalf of Assignee and without further consideration, Assignor shall (and, if applicable, shall cause its affiliates to) execute such further instruments of assignment and take such other action as may be required or useful to more effectively transfer, assign to and vest in Assignee, and perfect, register and/or record the rights of Assignee to, the Trademarks with the relevant authorities at the United States Patent and Trademark Office, the Canadian Trademark Office and the European Trademark Office.
- Governing Law. This Trademark Assignment shall be construed, performed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date hereinabove written.

CHASE FACILE, INC.

Name: Adam P. Chose

Title: President & Coo

TRIUMPH INSULATION SYSTEMS, LLC

Name: John B Worker #

Title: Vice President

Signature Page to Trademark Assignment

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SCHEDULE A

ASSIGNED TRADEMARKS

U.S. Registrations

Mark/Name	App. No.	Reg. No.	Goods/Services
INSULFAB	73/272,072	1,246,367	Insulation, namely laminates comprising at least two layers of woven or non-woven textile fabric, plastic film, metal foil, and/or paper, in Int'l Class 017
CHASE FACILE	78/571,604	3,169,817	Insulation, namely laminated tapes used for further manufacture in the telecommunications, electric and electronics fields; insulating membranes for use in the aerospace industry, In Int'l Class 017

Canadian Registration

Mark/Name	App. No.	Reg. No.	Goods/Services
INSULFAB	1334337	TMA 708072	Barrier films for thermal and acoustic insulation, in Int'l Class 017

EUROPEAN (OHIM) Registrations

Mark/Name	App. No.	Reg. No.	Goods/Services
INSULFAB	5671532	5671532	Barrier films for thermal and acoustic insulation, in Int'l Class 017
CHASE FACILE	4302212	4302212	Insulation, namely laminated tapes used for further manufacture in the telecommunications, electric and electronics fields; insulating membranes for use in the aerospace industry, In Int'l Class 017

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RECORDED: 12/03/2013