

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
United Process, Inc.		01/10/2014	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Sound Seal, Inc.
Street Address:	50 Herbert P. Almgren Drive
City:	Agawam
State/Country:	MASSACHUSETTS
Postal Code:	01001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3851049	CERAMA CORE TILE BACKER BOARD
Registration Number:	3065773	CERAZORB
Registration Number:	3121217	IMPACTA
Registration Number:	3664346	MULTI-FAMILY SILENCE BY SOUND SEAL
Registration Number:	2340930	S SOUND SEAL
Registration Number:	2830594	SOUND QUALITY
Registration Number:	2786997	WOODTRENDS

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.

Email: mtily@fdh.com

Correspondent Name: Michael Tily

Address Line 1: 177 Broad Street

Address Line 4: Stamford, CONNECTICUT 06901

OP \$190.00 3851049

NAME OF SUBMITTER:	Michael Tily
Signature:	/s/ Michael Tily
Date:	02/28/2014
Total Attachments: 15 source=img-228113640-0001#page1.tif source=img-228113640-0001#page2.tif source=img-228113640-0001#page3.tif source=img-228113640-0001#page4.tif source=img-228113640-0001#page5.tif source=img-228113640-0001#page6.tif source=img-228113640-0001#page7.tif source=img-228113640-0001#page8.tif source=img-228113640-0001#page9.tif source=img-228113640-0001#page10.tif source=img-228113640-0001#page11.tif source=img-228113640-0001#page12.tif source=img-228113640-0001#page13.tif source=img-228113640-0001#page14.tif source=img-228113640-0001#page15.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is entered into as of January 10, 2014, by and between **United Process, Inc.**, a Massachusetts corporation ("Assignor") to and in favor of **Sound Seal, Inc.**, a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as December 31, 2013, by and between Assignee, Assignor and the stockholders of Assignor (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

Recitals:

A. In accordance with the Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor's rights in (i) the trademarks and trademark registrations and registration applications set forth on Exhibit A (the "Trademarks") and (ii) the domain names set forth on Exhibit B (the "Domain Names"), and Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks and the Domain Names, together with all goodwill associated with the Trademarks and the Domain Names.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks and the Domain Names, including the registrations and registration applications therefore and all common law rights and rights in foreign jurisdictions therein, together with all goodwill associated with the Trademarks and the Domain Names, including, but not limited to, any and all rights to register and to renew the Trademarks and the Domain Names, all rights to sue and recover for past, present and future damages and profits for infringement thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, execute and deliver any agreement, document, certificate or instrument, including any documents for transferring the registrations for said Domain Names as required by any domain name registrar, and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks and the Domain Names in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

5. The representations and warranties of Assignor applicable to the Trademarks and the Domain Names, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

6. This Assignment shall be binding upon the parties, their successors, administrators, and assigns.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to any conflicts of law principles that would require the application of any other Law.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, or signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

9. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

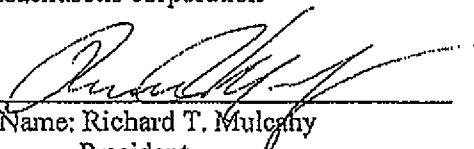
[Signatures on the following page]

[Signature Page to Trademark and Domain Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date first written above.

ASSIGNOR:

UNITED PROCESS, INC.
a Massachusetts corporation

By: 
Print Name: Richard T. Muleahy
Its: President

ASSIGNMENT ACCEPTED:

ASSIGNEE:

SOUND SEAL, INC.,
a Delaware corporation

By: _____
Print Name: Christian E. Lund
Its: President

[Signature Page to Trademark and Domain Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date first written above.

ASSIGNOR:

UNITED PROCESS, INC.
a Massachusetts corporation

By: _____
Print Name: Richard T. Mulcahy
Its: President

ASSIGNMENT ACCEPTED:

ASSIGNEE:

SOUND SEAL, INC.,
a Delaware corporation

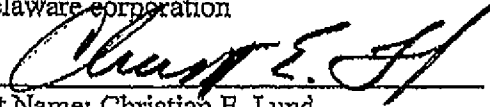


By: 
Print Name: Christian E. Lund
Its: President

Exhibit A

Trademarks

Mark	Jurisdiction	Appl. No. Filing Date	Reg. No. Reg. Date	Owner
CERAMA CORE TILE BACKER BOARD and Design 	United States	77-737846 May 15, 2009	3,851,049 September 21, 2010	United Process, Inc. (Massachusetts Corp.) P.O. Box 545 50 H.P. Almgren Drive Agawam, Massachusetts 01001
CERAZORB	United States	78-577515 March 1, 2005	3,065,773 March 7, 2006	United Process, Inc. (Massachusetts Corp.) 50 H.P. Almgren Agawam, Massachusetts 01001
IMPACTA	United States	76-586772 April 5, 2004	3,121,217 July 25, 2006	United Process, Inc. (Massachusetts Corp.) 50 H.P. Almgren Drive P. O. Box 545 Agawam, Massachusetts 01001
MULTI-FAMILY SILENCE BY SOUND SEAL	United States	77-323622 November 7, 2007	3,664,346 August 4, 2009	United Process, Inc. (Massachusetts Corp.) P.O. Box 545 50 H.P. Almgren Drive Agawam, Massachusetts 01001
S SOUND SEAL and Design 	United States	75-686293 April 19, 1999	2,340,930 April 11, 2000	United Process, Inc. (Massachusetts Corp.) 50 H.P. Almgren Dr. P.O. Box 545 Agawam, Massachusetts 01001
SOUND QUALITY	United States	76-419069 June 10, 2002	2,830,594 April 6, 2004	United Process, Inc. (Massachusetts Corp.) 50 H.P. Almgreen Drive P.O. Box 545 Agawam,

{01759438; 2; 3125-7 }

				Massachusetts 01001
WOODTRENDS	United States	76-237449 April 10, 2001	2,786,997 November 25, 2003	United Process, Inc. (Massachusetts Corp.) 50 H.P. Almgren Drive P. O. Box 545 Agawam, Massachusetts 01001

{01759438; 2; 3125-7 }

Exhibit B

Domain Names

Domain Name
soundseal.com
acousticwoodceiling.com
cerazorb.com
floorunderlayment.net
floorunderlayments.com
impactaunderlayment.com
jumpax.net
prozorb.com
redupax.com
rubberunderlayment.com
sound-shark.com
soundcurtains.com
soundproofing.us
soundseal.com
sssripts.com
super-floor.com
3-PART-SPEC.COM
ACOUSTIBLANKETS.COM
ACOUSTIC-BANNERS.COM
ACOUSTIC-BLANKETS.COM
ACOUSTIC-FENCE.COM
ACOUSTICALBLOCK.COM
ACOUSTICALENCLOSURE.COM
ACOUSTICALFLOORING.COM
ACOUSTICALWALLART.COM
ACOUSTICBANNER.COM
ACOUSTICBANNERS.COM
ACOUSTICBANNERS.INFO
ACOUSTICBANNERS.NET

{01759438; 2; 3125-7 }

ACOUSTICBANNERS.ORG
ACOUSTICBANNERS.US
ACOUSTICCURTAIN.COM
ACOUSTICCURTAINS.CO
ACOUSTICFENCEFABRIC.COM
ACOUSTICFLOORING.COM
ACOUSTICPANELS.US
ACOUSTICUNDERLAYMENT.COM
ACOUSTICWALLFINEART.COM
ACOUSTICWOODCEILINGS.COM
ALLWEATHERSOUNDBLANKETS.COM
ARCHITECTURAL-ACOUSTICS.COM
BARRIERNOISE.COM
BESTACOUSTICBANNER.COM
BESTACOUSTICBANNERS.COM
CERAMACORE.COM
CERASILENCE.COM
CERAZORBGREEN.COM
CONCRETEUNDERLAY.COM
CONCRETEUNDERLAYMENT.COM
CONSTRUCTION-NOISE.COM
CONSTRUCTIONNOISE.CO
CONSTRUCTIONNOISEBARRIERS.COM
CORK-UNDERLAYMENT.COM
DECORATIVEWOODCEILING.CA
DECORATIVEWOODCEILING.CO
DECORATIVEWOODCEILING.COM
E-CEILINGS.COM
EASYLAYFLOORS.COM
EASYLAYSYSTEM.COM
EASYLAYSYSTEMS.COM
EASYLAYSYSTEMS.XXX
ENOISEBARRIER.COM

{01759438; 2; 3125-7 }

EXTERIORSOUNDBLANKETS.COM
EXTERIORSOUNDPROOFING.COM
EZLAYFLOORS.COM
EZLAYSYSYSTEM.COM
FASTTRAKFLOORS.COM
FIXAFLOOR.NET
FIXAFLOOR.US
FLOATAFLOOR.COM
FLOATAFLOOR.NET
FLOOR-UNDERLAYMENTS.COM
FLOORINSULATION.US
FLOORLEVEL.NET
FLOORLEVELER.NET
FLOORLEVELING.NET
FLOORLEVELING.US
FLOORMUFFLER.NET
FLOORPREP.NET
FLOORREPAIR.US
FLOORSTUFF.NET
FLOORUNDERLAYMENT.COM
GLUEAFLOOR.COM
GREENUNDERLAYMENTS.COM
GYPCRETE101.COM
GYPCRETEUNDERLAYMENT.COM
GYPSUMSUBFLOORS.NET
GYPSUMUNDERLAYMENT.COM
HARDWOODFLOORINGUNDERLAYMENT.COM
HARDWOODUNDERLAYMENT.COM
HEAT-BLOK.NET
HEAT-FOIL.CA
HEAT-FOIL.COM
HEAT-PAK.CA
HEAT-PAK.NET

HEAT-PAK.US
HEATEDFLOORINSULATION.COM
HEATEDFLOORINSULATION.NET
HIGHWAYCONSTRUCTIONNOISE.COM
HIGHWAYNOISE.COM
IMPACTA-REGUPOL.CO
IMPACTA-REGUPOL.COM
IMPACTA-REGUPOL.NET
IMPACTA-REGUPOL.ORG
IMPACTA-REGUPOL.US
IMPACTA.CO
IMPACTAREGUPOL.CO
IMPACTAREGUPOL.COM
IMPACTAREGUPOL.NET
IMPACTAREGUPOL.ORG
IMPACTAREGUPOL.US
IMPACTAUNDERLAYMENTS.COM
INSULKORE.COM
IWOODCEILING.COM
IWOODCEILINGS.CO
IWOODCEILINGS.COM
JUMPAX.BIZ
JUMPAX.CA
JUMPAX.CO
JUMPAX.COM
JUMPAX.INFO
JUMPAX.ORG
JUMPAX.US
JUMPAXCP.COM
JUMPAXUNDERLAYMENT.BIZ
JUMPAXUNDERLAYMENT.CO
JUMPAXUNDERLAYMENT.COM
JUMPAXUNDERLAYMENT.INFO

{01759438; 2; 3125-7 }

JUMPAXUNDERLAYMENT.NET
JUMPAXUNDERLAYMENT.ORG
JUMPAXUNDERLAYMENT.US
LAMINATEFLOORUNDERLAYMENT.COM
LEVELFLOOR.NET
MARATHONSUPER.COM
MARCELLUSDRILLINGNOISE.COM
MARCELLUSDRILLINGNOISECONTROL.COM
MARCELLUSNOISE101.COM
MARCELLUSNOISEABATEMENT.COM
MARCELLUSSOUNDCONTROL.COM
MULTI-FAMILYACOUSTICS.COM
MULTIFAMILYSILENCE.COM
NEWYORKCITYNOISECODE.CO
NEWYORKCITYNOISECODE.COM
NOISE-ABATEMENT.COM
NOISE-CONTROL.US
NOISECONTROLSPECS.COM
NOISESPECS.COM
NOISEWALLS.NET
PALADIN-UNDERLAY.COM
PALADINUNDERLAYMENTS.COM
PATCHAFLOOR.COM
PATCHAFLOOR.NET
PIPEANDDUCT.CO
PIPEANDDUCT.COM
PIPEANDDUCTLAGGING.CO
PIPEANDDUCTLAGGING.COM
PIPELINENOISE.CO
PIPELINENOISE.COM
PIPELINENOISE.INFO
PIPELINENOISE.NET
PRO-CURVE.COM

PROBASE.BIZ
PROBASE.CO
PROBASE.US
PROBASERUBBER.CO
PROBASERUBBER.COM
PROBASERUBBER.NET
PROBASEUNDERLAYMENT.COM
PROBASEUNDERLAYMENTS.COM
QUIETFLOORINGUNDERLAYMENT.COM
QUIETFLOORINGUNDERLAYMENT.INFO
QUIETFLOORS.CA
QUIETFLOORS.NET
QUIETFLOORUNDERLAYMENT.COM
QUIETFLOORUNDERLAYMENT.INFO
REDUPAX.CO
RUBBERUNDERLAYMENTS.COM
SOFTFLOORUNDERLAYMENT.COM
SOFTFLOORUNDERLAYMENTS.COM
SOUND-ABSORBER.COM
SOUND-BLANKETS.COM
SOUND-MIGRATION.COM
SOUND-MIGRATION.NET
SOUND-QUALITY.NET
SOUND-SEAL.BIZ
SOUND-SEAL.INFO
SOUND-SEAL.NET
SOUND-SEAL.US
SOUND-STOPPER.COM
SOUND-THERM.COM
SOUND-TRENDS.COM
SOUNDCURTAINS.CA
SOUNDCURTAINS.CO
SOUNDEATER.COM

SOUNDMIGRATION.COM
SOUNDMIGRATION.NET
SOUNDPROOFINGSPECS.COM
SOUNDPROOFINGTODAY.CO
SOUNDPROOFINGTODAY.COM
SOUNDPROOFNOW.COM
SOUNDPROOFTODAY.COM
SOUNDQUALITY.BIZ
SOUNDQUALITY.CO
SOUNDQUALITY.US
SOUNDSEAL.AG
SOUNDSEAL.BIZ
SOUNDSEAL.CA
SOUNDSEAL.CO
SOUNDSEAL.INFO
SOUNDSEAL.LA
SOUNDSEAL.NAME
SOUNDSEAL.NET
SOUNDSEAL.ORG
SOUNDSEAL.US
SOUNDSEALSOUNDQUALITY.COM
SOUNDSEALSPECS.CO
SOUNDSEALSPECS.COM
SOUNDSHIELD.CA
SOUNDSHIELD.CO
SOUNDSHIELD.INFO
SOUNDSHIELD.NET
SOUNDSHIELD.ORG
SOUNDSHIELD.US
SOUNDSTOPPER.COM
STOPCONSTRUCTIONNOISE.COM
STOPFLOORNOISE.COM
STRUKTUS.COM

{01759438; 2; 3125-7 }

SUB-FLOOR.COM
SUBFLOOR.US
SUBFLOORPREP.NET
SUPER-CORK.COM
SUPERFLOOR.CO
THERMALFLOOR.NET
TILE-UNDERLAYMENT.COM
TILEUNDERLAYMENTS.COM
TRANSPORTATIONNOISE.NET
UNDERFLOORINSULATION.NET
UNDERLAYMENTFLOOR.COM
UNDERLAYMENTSTORE.COM
UTICANOISE.COM
UTICANOISEREDUCTION.COM
UTICASHALENOISE.COM
UTICASHALENOISEREDUCTION.COM
VC300.COM
VENTWOOD.COM
WOOD-TRENDS.COM
WOOD-TRENDS.US
WOODCEILINGTILES.CA
WOODCEILINGTILES.NET
WOODTRENDS.AG
WOODTRENDS.BE
WOODTRENDS.BIZ
WOODTRENDS.CA
WOODTRENDS.CO
WOODTRENDS.CO.UK
WOODTRENDS.COM
WOODTRENDS.FR
WOODTRENDS.INFO
WOODTRENDS.IT
WOODTRENDS.MX

{01759438; 2; 3125-7 }

WOODTRENDS.ORG

WOODTRENDS.TW

WOODTRENDS.US

{01759438; 2; 3125-7 }