

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NANO-TEX, INC.		12/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NTI ACQUISITION LLC		
Street Address:	38500 Woodward Avenue, Suite 201		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4230660	AQUAPEL	
Registration Number:	4230659	AQUAPEL	
Registration Number:	4140054	AQUAPEL	
Registration Number:	3030393	FABRIC TO THE NEXT	
Registration Number:	3154437	NANO-TEX	
Registration Number:	3018347	NANOTEX	
Registration Number:	3018346	NANOTEX	
Registration Number:	2925609	NANO-CARE	
Registration Number:	2867197	NANO-TEX	
Registration Number:	3023951	NANO-TEX	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 358-4400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	Molly Mack Crandall		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	NTXT 0122 A		

CH \$265.00 4230660

NAME OF SUBMITTER:	Molly Mack Crandall
SIGNATURE:	/molly mack crandall/
DATE SIGNED:	03/20/2014
Total Attachments: 9 source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page1.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page2.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page3.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page4.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page5.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page6.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page7.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page8.tif source=U.S. Marks - Trademark Assignment from Nano-Tex to NTI Acquisition#page9.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of December 31, 2013 by and between **NANO-TEX, INC.**, a Delaware corporation located at 2220 Livingston Street, Suite 201, Oakland, California 94606 ("Assignor") and **NTI ACQUISITION LLC**, a Michigan limited liability company located at 38500 Woodward Avenue, Suite 201, Bloomfield Hills, Michigan 48034 ("Assignee").

Recitals:

- A. Assignor, under its legal name, assumed names or prior names and aliases which are listed on the attached Exhibit A, is the owner of record of the United States trademarks listed on the attached Exhibit B (the "Trademarks").
- B. Pursuant to the Asset Purchase Agreement, dated December 4, 2013 (the "APA"), by and among Assignor, Assignee and Hi-Tex, Inc., Assignor agreed to transfer, sell and assign to Assignee, and Assignee agreed to accept from Assignor, substantially all of Assignor's assets, including the Trademarks.
- C. Assignor and Assignee have entered into this Assignment as evidence of such transfer, sale and assignment.

NOW, THEREFORE, in exchange for good and valuable consideration (including the consideration of one United States dollar (US\$1.00)), the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby transfer, sell and assign to Assignee all rights, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. Assignor further covenants and agrees that it shall, upon Assignee's reasonable request and without further consideration, execute and deliver, or cause to be executed and delivered, such further instruments of conveyance, assignment and transfer and shall take such other action in order to more effectively convey, transfer, reduce to possession or record title to any of the Trademarks. Furthermore, following the date hereof, Assignor will use commercially reasonable efforts to assist Assignee, at Assignee's expense, in registering each Trademark in Assignee's name.
3. 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.

4. This Assignment and the APA constitute the entire understanding between the parties with respect to the subject matter of this Assignment. In the event of any conflict between this Assignment and the APA, the terms of the APA shall govern.

5. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

6. 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, 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.

7. 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.

[Remainder of page intentionally blank. Signature page follows.]

EXHIBIT A
OWNER NAMES

Nano-Tex, Inc.
Nano-Tex Inc.
Nano-Tex, LLC
Nano-Tex LLC

EXHIBIT B
TRADEMARKS

See attached.


Report 10 - TM File - Listing by Reg. Owner, Trademark (incl. images)

TMID	Reg. Owner, Country and Trademarks	Status and Class	App No /App date	Reg No /Reg date	Goods	Image
3282	Nano-Tex, Inc. USA AQUAPEL	REG 25	85/243,774 16-Feb-2011	4,230,660 23-Oct-2012	Fabric sold as a component of clothing, namely shirts, pants, jeans, shorts, t-shirts, vests, coats, jackets, coveralls, uniforms, athletic uniforms, military uniforms, loungewear, sleepwear, swimwear, activewear, namely tops, bottoms and coordinated sets of tops and bottoms, rainwear, gloves, and headwear; clothing, namely shirts, pants, jeans, shorts, t-shirts, vests, coats, jackets, coveralls, uniforms, athletic uniforms, military uniforms, loungewear, sleepwear, swimwear, activewear, namely tops, bottoms and coordinated sets of tops and bottoms, rainwear, gloves, and headwear	
3280	Nano-Tex, Inc. USA AQUAPEL	REG 1	85/242,753 15-Feb-2011	4,140,054 08-May-2012	Chemicals for treatment of textile fibers, yarns, fabrics, synthetic materials, or textile finished goods	
3283	Nano-Tex, Inc. USA AQUAPEL	REG 24	85/243,769 16-Feb-2011	4,230,659 23-Oct-2012	Bed blankets; Comforters; Curtain fabric; Curtains of textile; Mattress covers; Mattress pads; Shower curtains; Table linen; Textile fabrics for home and commercial interiors; Textile fabrics for the manufacture of clothing; Textile place mats	
414	Nano-Tex, Inc. USA FABRIC TO THE NEXT	REG 24, 25	78/673,262 24-Feb-2004	3,030,393 13-Dec-2005	Cl. 24 - Textile fabrics for use in the manufacture of clothing; textile fabrics for use in the manufacture of furnishings for home, industrial and commercial use; and upholstery fabrics for home, industrial and commercial use Cl. 25 - Clothing, namely suits, dresses, blouses, shirts, skirts, pants, jeans, shorts, coats, jackets, blazers, uniforms, athletic uniforms, military uniforms, loungewear, rainwear, aprons, gloves, and activewear, namely tops and bottoms and combinations of tops and bottoms; footwear; and headwear	
455	Nano-Tex, Inc. USA NANO-CARE	REG 25	76/684,169 07-Mar-2002	2,925,609 08-Feb-2005	Fabric sold as a component of clothing, namely, shirts, skirts, pants, shorts, t-shirts, vests, coats, jackets, blazers, uniforms, activewear, rainwear, aprons, footwear; clothing, namely, shirts, skirts, pants, shorts, t-shirts, vests, coats, jackets, blazers, uniforms, activewear, namely, tops, bottoms and coordinated sets of tops and bottoms, rainwear, aprons and footwear	


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Report 10 - TM File - Listing by Reg. Owner, Trademark (incl. images)

TM/ID	Reg. Owner, Country and Trademarks	Status and Class	App No./App date	Reg No./Reg date	Goods	Image
1138	Nano-Tex, Inc. USA NANO-TEX	REG 40	76/288,759 10-Aug-2001	3,154,437 10-Oct-2008	Treatment of fabric and similar materials International Class: 040 DELETED 3/22/12: CL. 35 Business marketing and consulting services Cl. 41 Educational services, namely conducting on-site demonstrations, trials, training and workshops in the field of handling and use of industrial chemicals and equipment for fabrics and similar materials Cl. 42 Intellectual property services, namely intellectual property licensing and product development	
482	Nano-Tex, Inc. USA NANO-TEX	REG 20	76/283,558 11-Jul-2001	2,867,197 27-Jul-2004	fabric sold as an integral component of furniture	
483	Nano-Tex, Inc. USA NANO-TEX	REG 24	75/882,683 28-Dec-1999	3,023,951 06-Dec-2005	Fabrics for use in the manufacture of clothing and furnishings for home, industrial, and commercial use; and upholstery fabrics for home, industrial and commercial use	
485	Nano-Tex, Inc. USA NANOTEX & DOT Design	REG 25	76/578,412 03-Mar-2004	3,018,346 22-Nov-2005	fabric sold as a component of clothing, namely suits, dresses, blouses, shirts, skirts, pants, jeans, shorts, sweaters, sweatshirts, t-shirts, vests, coats, jackets, blazers, coveralls, uniforms, athletic uniforms, military uniforms, loungewear, sleepwear, underwear, swimwear, activewear, namely tops, bottoms and coordinated sets of tops and bottoms, rainwear, aprons, socks, hosiery, gloves, scarves, belts, cloth bibs, cloth diapers, infant cloth diapers; footwear, and headwear; clothing, namely suits, dresses, blouses, shirts, skirts, pants, jeans, shorts, sweaters, sweatshirts, t-shirts, vests, coats, jackets, blazers, coveralls, uniforms, athletic uniforms, military uniforms, loungewear, sleepwear, underwear, swimwear, activewear, namely tops and bottoms and combinations of tops and bottoms, rainwear, aprons, socks, hosiery, gloves, scarves, belts, cloth bibs, cloth diapers, infant cloth diapers; footwear, and headwear	

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TMID	Reg. Owner, Country and Trademarks	Status and Class	App No /App date	Reg No /Reg date	Goods	Image
484	Nano-Tex, Inc. USA NANOTEX & DOT Design	REG 1	76/579,413 03-Mar-2004	3,018,347 22-Nov-2005	Chemicals for treatment of fibers, yarns, fabrics, synthetic materials, webs, or textile finished goods	

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