

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julian Maimin d/b/a BAK Industries and Administrative Trust et al		03/12/2014	TRUST: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tectum Holdings, Inc.		
Street Address:	5400 S. State Road		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3668859	BAK INDUSTRIES	
Registration Number:	3668860	B BAK	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	HAYLEY SMITH, SENIOR LEGAL ASSISTANT		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40462-99 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	04/01/2014		
Total Attachments: 5			
source=BAK - Trademark Assignment (FINAL)_(30465743_1) (3) (4)#page1.tif			
source=BAK - Trademark Assignment (FINAL)_(30465743_1) (3) (4)#page2.tif			

CH \$65.00 3668859

source=BAK - Trademark Assignment (FINAL)_ (30465743_1) (3) (4)#page3.tif

source=BAK - Trademark Assignment (FINAL)_ (30465743_1) (3) (4)#page4.tif

source=BAK - Trademark Assignment (FINAL)_ (30465743_1) (3) (4)#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of March 12, 2014, by Julian Maimin d/b/a BAK Industries and Administrative Trust created under the Israel Maimin 2010 Revocable Trust, dated February 3, 2010 (as assignee of Israel Maimin d/b/a BAK Industries) (each, an “Assignor” and collectively “Assignors”) in favor of Tectum Holdings, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignors own all right, title and interest in and to the trademark registrations, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the “Marks”);

WHEREAS, Assignors, Assignee, Laurmark Enterprises, Inc., a Texas corporation, the other Sellers and IP Holders party thereto and the Sellers’ Representative are parties to the Acquisition Agreement dated as of the date hereof (the “Acquisition Agreement”) pursuant to which Assignors have sold, and Assignee has purchased, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignors to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Acquisition Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignors hereby agree:

1. Assignors hereby irrevocably assign and transfer to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignors shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be

required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment. Any such assistance to be provided by Assignor pursuant to this Section 2 shall be at Assignee's cost and expense, except to the extent otherwise provided in the Acquisition Agreement.

3. Assignors hereby represent, warrant and covenant that each Assignor has all rights necessary to enter into this Assignment, and no Assignor has executed or will execute any agreement in conflict with this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
5. This Assignment is entered into pursuant to the Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.



JULIAN MAIMIN

ADMINISTRATIVE TRUST CREATED
UNDER THE ISRAEL MAIMIN 2010
REVOCABLE TRUST, DATED
FEBRUARY 3, 2010

By:

Name: Billie Gelb

Title: Co-Trustee

By:

Name: Julian Maimin

Title: Co-Trustee

By:

Name: Lauren Dromy

Title: Co-Trustee


TRADEMARK

REEL : 005248 FRAME : 0923

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

JULIAN MAIMIN

ADMINISTRATIVE TRUST CREATED
UNDER THE ISRAEL MAIMIN 2010
REVOCABLE TRUST, DATED
FEBRUARY 3, 2010

By: 
Name: Billie Gelb
Title: Co-Trustee

By: _____
Name: Julian Maimin
Title: Co-Trustee

By: _____
Name: Lauren Dromy
Title: Co-Trustee

Schedule A
to Trademark Assignment

REGISTRATION NO.	REGISTRATION DATE	MARK	OWNER(S)
3668859	August 18, 2009	BAK INDUSTRIES (word)	Julian Maimin and Israel Maimin each dba BAK Industries
3668860	August 18, 2009	B BAK (Design)	Julian Maimin and Israel Maimin each dba BAK Industries