

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boltaron Performance Products, LLC		04/16/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Boltaron Inc.		
Street Address:	One General Street		
City:	Newcomerstown		
State/Country:	OHIO		
Postal Code:	43832		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2774641	IR-TRUBLOCK	
Registration Number:	3008341	RIGIWALL	
Registration Number:	3075623	BOLTARON	
Registration Number:	3513833	SURCYCLE	
Registration Number:	3522130	SURCYCLE GREEN	
Registration Number:	3789652	BOLTARON	
CORRESPONDENCE DATA			
Fax Number:	2129355728		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.935.5700		
Email:	rjacobson@colucci-umans.com		
Correspondent Name:	Richard P. Jacobson, Colucci & Umans		
Address Line 1:	218 East 50th Street		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Richard P. Jacobson		
SIGNATURE:	/Richard P. Jacobson/		
DATE SIGNED:	04/17/2014		
Total Attachments: 5			

OP \$165.00 2774641

source=DOC076#page1.tif
source=DOC076#page2.tif
source=DOC076#page3.tif
source=DOC076#page4.tif
source=DOC076#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into on April 16, 2014 ("Effective Date"), by and between Boltaron Performance Products, LLC, an Ohio limited liability company, with an office located at One General Street, Newcomerstown, Ohio 43832, ("Assignor"), and Boltaron Inc., a Delaware corporation, with a principal place of business at One General Street, Newcomerstown, Ohio 43832 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of April 1, 2014, by and between Assignor and Assignee ("Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest worldwide in and to the registered trademarks described on Schedule A attached hereto, any renewals thereof and all other trademarks, service marks, trade dress and logos that are owned by Assignor which are used in or otherwise related to the Business (as such term is defined in the Purchase Agreement), together with the goodwill of the business connected with the use of and symbolized by the foregoing (the "Trademarks").

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

Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks for the United States and all foreign countries, whether or not trademark registration is secured, including, without limitation, all registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, including the right to apply for and maintain registrations worldwide for the Trademarks and any variations thereof, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Trademarks; and (iv) together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks.

Assignor hereby authorizes Assignee to file this Agreement and requests that the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, record Assignee as assignee and owner of the Trademarks pursuant to this Agreement.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance consistent with the Purchase Agreement and this Agreement, with all actual costs being paid by Assignee, but without any further compensation to Assignor. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict

or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.


This Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Boltaron Performance Products, LLC



Dean Li, President

State of Ohio)
) SS.:
County of Summit)


On April 16, 2014, before me, a notary public in and for the aforesaid county and state, personally appeared Dean Li, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

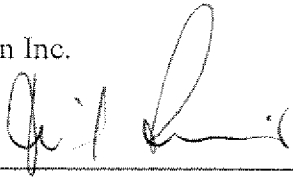


DAVID F. RAYNOR, Attorney
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.


Notary Public

Assignee:

Boltaron Inc.



Signature

MICHAEL SCHMITZ

Printed Name

CEO

Title



Signature

MICHAEL SCHLICK

Printed Name

TREASURER


Title

State of NEW YORK)
) SS.:
County of NEW YORK)

On April 14, 2014, before me, MARCELA BERMUDEZ personally appeared MICHAEL SCHMITZ and MICHAEL SCHLICK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

MARCELA BERMUDEZ
Notary Public, State of New York
No. 02BES145328
Qualified in New York County
Commission Expires May 1, 2014

SCHEDULE A

- 1) IR-TRUBLOCK
Country: USA
Registration No.: 2,774,641
Registration Date: October 21, 2003
- 2) RIGIWALL
Country: USA
Registration No.: 3,008,341
Registration Date: October 25, 2005
- 3) BOLTARON
Country: USA
Registration No.: 3,075,623
Registration Date: April 4, 2006
No Sec. 8/15 timely filed per USPTO records. Registration will be cancelled.
- 4) SURCYCLE
Country: USA
Registration No.: 3,513,833
Registration Date: October 7, 2008
- 5) SURCYCLE GREEN
Country: USA
Registration No.: 3,522,130
Registration Date: October 21, 2008
- 6) BOLTARON
Country: USA
Registration No.: 3,789,652
Registration Date: May 18, 2010
- 7) BOLTARON
Country: Great Britain
Registration No.: 783056
Registration Date: October 21, 1958
- 8) BOLTARON
Country: Switzerland
Registration No.: 299314
Issue Date: February 2, 1999
- 9) BOLTARON
Country: Italy
Registration No.: 904300
Issue Date: July 30, 1999

10) BOLTARON
Country: EU
Registration No.: 4008215
Issue Date: July 10, 2006