

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gordon Composites, Inc.		12/06/2013	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Gordon Holdings, Inc.		
Street Address:	8375 Highfield Parkway		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3420611	GORDON GLASS	
CORRESPONDENCE DATA			
Fax Number:	8606328269		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8606327200		
Email:	belanger@mkgip.com		
Correspondent Name:	MKG, LLC		
Address Line 1:	306 Industrial Park Road		
Address Line 2:	Suite 206		
Address Line 4:	MIDDLETOWN, CONNECTICUT 06457		
ATTORNEY DOCKET NUMBER:	4834-0021		
NAME OF SUBMITTER:	Christine Wilkes Beninati		
SIGNATURE:	/Christine Wilkes Beninati/		
DATE SIGNED:	04/29/2014		
Total Attachments: 6			
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TRADEMARK

ASSIGNMENT AGREEMENT BETWEEN
GORDON COMPOSITES, INC. AND GORDON HOLDINGS, INC.

This Assignment Agreement is effective on this 1st day of January, 2014, by and between Gordon Composites, Inc., a corporation of Colorado, having a place of business at 2350 Air Park Way, Montrose, CO 81401 (hereinafter "Assignor"), and Gordon Holdings, Inc., a corporation of Colorado, having a place of business at 8375 Highfield Parkway, Englewood, Colorado 80112 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of certain issued patents and pending patent applications directed to its inventions, each listed in Exhibit 1, hereinafter "Patent Assets", and is the owner of certain trademark registrations and pending trademark applications directed to its marks, each listed in Exhibit 2, hereinafter "Trademark Assets", the Patent Assets and Trademark Assets, hereinafter collectively "Intellectual Property Assets";

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Intellectual Property Assets, together with the good will of the business associated therewith and the right to sue for infringement of the Intellectual Property Assets, past, present and future;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor sells, assigns, transfers and sets over, and by these presents hereby does sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Intellectual Property Assets and under the invention(s) disclosed in the Patent Assets, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on the invention(s), and any and all other applications for Letters Patent on the invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the invention(s) disclosed in the Patent Assets or upon the applications, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for the invention(s) disclosed in the Patent Assets or upon the applications, to the full term or terms for which said Letters Patent

may be issued, and every priority right and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs, and Industrial Models, and any other international agreements to which the United States of America adheres that is or may be predicated upon or arise from the invention(s), the application and the Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of the invention(s) in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise. Assignor further sells, assigns, transfers and sets over, and by these presents hereby does sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Intellectual Property Assets, together with the good will of the business associated therewith and the right to sue third parties for and recover damages from past, present and future infringement of the Intellectual Property Assets.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents and trademark registrations to record this Assignment Agreement, and to issue or transfer all said Letters Patent on the invention(s) of the Patent Assets, and Certificates of Registration on the trademarks of the Trademark Assets to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor represents and warrants that Assignor has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignor hereby covenant and agree that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to it relating to the invention(s) and the trademarks, and the history thereof, testify in any legal proceeding, execute all lawful papers including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) disclosed in the

Patent Assets and trademark protection of the trademarks of the Trademark Assets in all countries.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor and Assignee on the day and year written below and effective on the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Gordon Composites, Inc.

Gordon Holdings, Inc.

By: [Signature]
KEVIN E. STAY
President and General Manager

By: [Signature]
DOUGLAS L. FEIST
Chief Executive Officer

Witnessed before me on this 6th day of December, 2013.

Witnessed before me on this 6th day of December, 2013.

By: [Signature]
Name: Zoi Lorkin
(Print Name)

By: [Signature]
Name: Zoi Lorkin
(Print Name)

State of Colorado }
 }
County of Montrose }

On this 6th day of December, 2013, before me, the undersigned personally appeared known to me to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Signature of Notary Public



Date Commission Expires: 05/28/2015

EXHIBIT 1

(Redacted)

EXHIBIT 2

EXHIBIT 2
LIST OF TRADEMARK ASSETS FOR TRANSFER FROM GORDON COMPOSITES, INC. TO GORDON HOLDINGS, INC.

MKG FILE NO.	TYPE (STATUS)	MARK	SERIAL NO. (REG. NO.)	FILING DATE (REGISTRATION DATE)	APPLICANT	CURRENT ASSIGNEE	ASSIGNMENT RECORDED AT REEL/FRAME
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4834-0021	US Trademark Appln. (Registered)	GORDON GLASS	78/916,439 (3,420,611)	6/26/2006 (4/29/2008)	Gordon Composites, Inc.	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]