TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM303574

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stevens Urethane Corp.		04/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Argotec LLC
Street Address:	53 Silvio O. Conte Drive
City:	Greenfiled
State/Country:	MASSACHUSETTS
Postal Code:	01301
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3551211	ENCAPSOLAR

CORRESPONDENCE DATA

Fax Number: 2159814750

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 215.981.4252

Email: mcconnells@pepperlaw.com, jensenc@pepperlaw.com

Correspondent Name: Sean McConnell c/o Pepper Hamilton LLP

Address Line 1: 3000 Two Logan Square Address Line 2: 18th and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140852.2
NAME OF SUBMITTER:	Sean P. McConnell
SIGNATURE:	/spm/
DATE SIGNED:	05/05/2014

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of April 30, 2014 (the "Effective Date") by and between Stevens Urethane Corp., a Delaware corporation having a place of business at 412 Main St., Easthampton, Massachusetts 01027 ("Assignor") and Argotec LLC, a Delaware limited liability company, having a principal place of business at 53 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties".

RECITALS

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the intellectual property set forth on Exhibit A to this IP Assignment (the "Trademark"), such that Assignee will be the exclusive owner of the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective immediately:

- 1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, in and to the Trademark together with the goodwill that is symbolized by such Trademark, and further including any and all (i) renewal rights in respect of such Trademark, (ii) rights to obtain registrations of such Trademark in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements or violations thereof, all in Assignee's sole name.
- 2. <u>Further Assurances</u>. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademark with, for example, the United States Patent and Trademark Office; provided, however, that it being understood that Assignor shall not be required to expend money or commence any litigation in connection with this <u>Section 2</u>.

3. Miscellaneous.

- (a) This IP Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.
- (b) This IP Assignment may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

<u>ASSIGNOR</u> :
STEVENS URETHANE CORP.
By: Name: Wm. Ellis Jackson Title: Secretary
ASSIGNEE:
ARGOTEC LLC
By: Name: J. Nicholas Filler

Title: Executive Vice President

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT - STEVENS URETHANE CORP.]

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

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STEVENS URETHANE CORP.

By:

Name: Wm. Ellis Jackson

Title: Secretary

ASSIGNEE:

ARGOTEC LLC

Name: J. Nicholas Filler

Title: Executive Vice President

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT - STEVENS URETHANE CORP.]

Exhibit A Trademark

<u>Trademark</u> <u>Registrant</u> <u>Registration Number</u>

Encapsolar Stevens Urethane, Inc. 3551211

RECORDED: 05/05/2014