

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308268

|   |  |                       |                        |
|---|--|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                        |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                        |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>     |
| Global Process Diagnostics, Inc.  |  | 05/31/2013            | CORPORATION: LOUISIANA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                        |
| <b>Name:</b>  | Thompson Industrial Services, LLC                  |                       |                        |
| <b>Street Address:</b>  | 100 North Main Street                              |                       |                        |
| <b>City:</b>  | Sumter   |                       |                        |
| <b>State/Country:</b>   | SOUTH CAROLINA                                     |                       |                        |
| <b>Postal Code:</b>   | 29150-4948   |                       |                        |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: NORTH CAROLINA          |                       |                        |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                        |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                        |
| <b>Registration Number:</b>   | 4197720  | FIN FOAM              |                        |
| <b>Registration Number:</b>   | 4070331  | FINFOAM               |                        |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                        |
| <b>Fax Number:</b>  | 8046982007   |                       |                        |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                        |
| <b>Phone:</b>   | 804-775-1071                                       |                       |                        |
| <b>Email:</b>   | rvance@mcguirewoods.com                            |                       |                        |
| <b>Correspondent Name:</b>  | Robin C. Vance, McGuireWoods LLP                   |                       |                        |
| <b>Address Line 1:</b>  | 901 East Cary Street                               |                       |                        |
| <b>Address Line 2:</b>  | One James Center                                   |                       |                        |
| <b>Address Line 4:</b>  | Richmond, VIRGINIA 23219-4030                      |                       |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 4506529-0100                                       |                       |                        |
| <b>NAME OF SUBMITTER:</b>   | Robin C. Vance                                     |                       |                        |
| <b>SIGNATURE:</b>   | /Robin C. Vance/                                   |                       |                        |
| <b>DATE SIGNED:</b>   | 06/20/2014   |                       |                        |
| <b>Total Attachments: 6</b>   |  |                       |                        |
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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of May 31, 2013 by and between Thompson Industrial Services, LLC, a North Carolina limited liability company ("Buyer"), Global Process Diagnostics, Inc., d/b/a FINFOAM™, a Louisiana corporation ("GPD"), [REDACTED], [REDACTED], collectively with GPD and [REDACTED] ("Seller"). All capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Buyer, Seller and [REDACTED], have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement");

WHEREAS, subject to the terms and conditions contained in the Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept delivery of, all of Seller's rights, title and interest in and to the Acquired Assets, including, without limitation, the titled vehicles listed on Schedule A attached hereto; and

WHEREAS, subject to the terms and conditions contained in the Purchase Agreement, Buyer has agreed to assume the Assumed Liabilities;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in the Purchase Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Conveyance, Assignment and Acceptance of the Acquired Assets. Subject to the matters set forth herein and in accordance with and subject to the provisions of the Purchase Agreement, Seller hereby sells, conveys, assigns, transfers and sets over unto Buyer all right, title and interest of Seller in and to the Acquired Assets, and Buyer hereby, effective as of the Closing Date, accepts such sale, conveyance, assignment, transfer and delivery. It is understood and agreed that Buyer is not, by this instrument, purchasing any asset of Seller that is not otherwise included as an Acquired Asset.

2. Assumption of Assumed Liabilities. Subject to the matters set forth herein and in accordance with and subject to the provisions of the Purchase Agreement, Buyer hereby, effective as of the Closing Date, expressly assumes and agrees to be responsible for the discharge, as and when due and in accordance with their respective terms, of the Assumed Liabilities. It is understood and agreed that Buyer is not, by this instrument, assuming any obligation or liability of Seller that is not an Assumed Liability, including, without limitation, the Excluded Liabilities, and that Seller will continue to be liable for any and all of Seller's obligations and liabilities that are Excluded Liabilities or are not otherwise included as Assumed

IN WITNESS WHEREOF, each of Buyer and Seller has executed this Agreement as of the date first written above.

**BUYER:**

THOMPSON INDUSTRIAL SERVICES, LLC

By: [Signature]  
Name: J. Michael Bertram  
Title: CFO/Secretary

**SELLER:**

GLOBAL PROCESS DIAGNOSTICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Redacted Signature]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of Buyer and Seller has executed this Agreement as of the date first written above.

**BUYER:**

THOMPSON INDUSTRIAL SERVICES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

GLOBAL PROCESS DIAGNOSTICS, INC.

By: *J. Gheppi*  
Name: John Gheppi  
Title: President

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER'S SCHEDULES  
TO THE  
ASSET PURCHASE AGREEMENT

AMONG

THOMPSON INDUSTRIAL SERVICES, LLC,

GLOBAL PROCESS DIAGNOSTICS, INC.,  
[REDACTED]

AND  
[REDACTED]

MAY 31, 2013

These Seller Schedules are made and given pursuant to the Asset Purchase Agreement, dated as of May 31, 2013 (the "Agreement") among Thompson Industrial Services, LLC, a North Carolina limited liability company ("Buyer"), Global Process Diagnostics, Inc., a Louisiana corporation d/b/a FINFOAM<sup>®</sup> ("GPD"), [REDACTED] and, together with GPD, "Seller", and [REDACTED] (the "Owner"). Buyer, Seller and the Owner may be individually referred to herein as a "Party" and collectively as the "Parties." All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. Section numbers below correspond to the section numbers of the Agreement.

Inclusion of any item in these Seller Schedules (i) does not represent a determination that the item is material or establish a standard of materiality, (ii) does not represent a determination that the item did not arise in Ordinary Course of Business, and (iii) shall not constitute, or be deemed to be, an admission to any third party concerning the item. These Seller Schedules may include brief descriptions or summaries of certain agreements and documents, copies of which have either been provided to Buyer during its due diligence review or they are otherwise available upon reasonable request.

**Schedule 3.16  
Seller's Intellectual Property**

**Trademarks**

Seller holds the following registered Trademark rights:

| <b>Title</b>                         | <b>Owner</b>                              | <b>Serial No.</b> | <b>Registration No./Issue Date</b> | <b>Status</b> | <b>Expiration Date</b> |
|--------------------------------------|---|-------------------|------------------------------------|---------------|------------------------|
| Service Mark<br>FINFOAM<br>w/Dolphin | Global<br>Process<br>Diagnostics,<br>Inc. | 85-509,607        | 4,197,720<br>8/28/12               | Registered    |                        |
| Service Mark<br>FINFOAM              | Global<br>Process<br>Diagnostics,<br>Inc. | 85-307,174        | 4,070,331<br>12/13/11              | Registered    |                        |

**Domain Names:**

Seller owns the following domain names:

“finfoam.com”

**Trade Secrets:**

**FIN-FOAMER Concentrate I  
FIN-FOAMER Concentrate LC**

**Software Licensing &  
Computer Services**

Quickbooks Pro 2012  
Annual Licensing Fee  
including Payroll

\$326.84

1 user, updates in August annually

Online Reporting Services &  
Safety Councils  
PICS Auditing

All fees are annual for membership and may increase  
due to customer base

\$1,747.00

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|                                   |            |                    |
|-----------------------------------|------------|--------------------|
| ISNetworld                        | \$1,250.00 |                    |
| Achilles Information              | \$1,250.00 |                    |
| Contractor's Safety Council       | \$326.00   |                    |
| Houston Area Safety Council       | \$200.00   |                    |
| National Compliance<br>Management | \$50.00    |                    |
| Safety Council of SW<br>Louisiana | \$100.00   |                    |
| Computer Services                 |            |                    |
| Excel Micor                       | \$330.00   | annually           |
| Pipeline Deals                    | \$15.00    | per month per user |