

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316426

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Textile Rubber & Chemical Company, Inc. | | 11/01/2012 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Secoa Technology LLC | | |
| Street Address: | 466 Bear Creek Rd | | |
| City: | Dalton | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30721 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3656898 | DIAMONITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7062720135 | | |
| <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> | | | |
| Phone: | 7062720133 | | |
| Email: | mknapp@secoatech.com | | |
| Correspondent Name: | Secoa Technology LLC | | |
| Address Line 1: | 466 Bear Creek Rd | | |
| Address Line 4: | Dalton, GEORGIA 30721 | | |
| NAME OF SUBMITTER: | Michael Knapp | | |
| SIGNATURE: | /Michael Knapp/ | | |
| DATE SIGNED: | 09/09/2014 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 3656898

ASSET PURCHASE AGREEMENT

GEORGIA, WHITFIELD COUNTY.

This **ASSET PURCHASE AGREEMENT** (including all Schedules and Exhibits hereto, this "Agreement") is made and entered into as of the 1st day of November, 2012 by and among **SECOA TECHNOLOGY, LLC**, a Georgia limited liability company ("Seller"), and **SNYDER TECHNICAL SYSTEMS, LLC**, a Georgia limited liability company ("Buyer"). Except as otherwise provided herein, capitalized terms used herein have the meanings set forth in Article I hereof.

WHEREAS, Seller is engaged in the conduct of the Business, and Buyer desires to acquire, and Seller desires to sell, substantially all of the assets of the Business;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. Whenever used in this Agreement, the following terms and phrases have the following respective meanings:

"Affiliate" shall mean, with respect to any Person, (i) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, 10% or more of the stock or other interests having ordinary voting power in the election of directors of such Person, (ii) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person, and (iii) each of such Person's officers, directors, joint venturers, managers and partners. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership or voting securities, by contract or otherwise.

"Business" means all business activities conducted by Seller as of the date hereof and as of the Closing Date

(including, without limitation, the business of applying functional and high performance coatings and platings to products, parts and equipment for commercial and industrial use for a variety of customers and businesses on a toll basis from the Facilities (hereinafter defined).

"Business Intellectual Property" means Intellectual Property owned or used by Seller.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means all contracts, leases, licenses, supply and distribution agreements, sales and purchase agreements and orders, confidentiality agreements, and contracts and other agreements (including maintenance, vendor, customer and service agreements) and business arrangements (including all such items listed on the attached Contracts Schedule, or specifically identified on any other Schedules attached hereto but not including those items listed on the Excluded Contracts Schedule) related to the Business.

"Facilities" means Seller's leased operating and plant facilities located at 466 Bear Creek Road, Dalton, GA 30721 and 468 Bear Creek Road, Dalton, GA 30721 (which are physically connected facilities, but separately identifiable properties owned by unrelated owner-lessors).

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time, applied in a manner consistent with the preparation of the financial statements in Section 4.4.

"Guaranty" or "Guarantee" means any agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable upon the debt, obligation or other liability of any other Person (other than by endorsements of instruments in the ordinary course of collection).

"Indebtedness" means, with respect to any Person at any date, without duplication: (i) all obligations of such Person for borrowed money or in respect of loans or advances; (ii) all obligations in respect of letters of credit, whether or not drawn, and bankers' acceptances issued for the account of such Person; (iii) all capitalized lease liabilities of such Person; (iv) all interest rate protection agreements of such Person (valued on a market quotation basis); (v) all obligations of

such Person secured by a contractual lien; (vi) all Guarantees of such Person in connection with any of the foregoing; and (vii) any accrued interest, prepayment premiums or penalties related to any of the foregoing.

"Intellectual Property" means any or all of the following, together with all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, revision, extension or reexamination thereof; registered and unregistered trademarks, service marks, trade dress, logos, slogans, trade names, Internet domain names and corporate names, together with all goodwill associated therewith (including, without limitation, the trademark and trade name "SECOA Technology", and all translations, adaptations, derivations and combinations of the foregoing and all logos related to the foregoing; copyrights and copyrightable works; and all registration, applications and renewals for any of the foregoing; trade secrets and confidential and proprietary information (including ideas, formulae, recipes, compositions, know-how, related processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals); referral source lists and related information; and computer software (including data and related documentation); together with all associated goodwill with respect thereto and all books, records drawings or other indicia, however evidenced; in each case including the items set forth on the attached Intellectual Property Schedule.

"Inventory" means all inventory (including all raw materials, coatings, packaging materials, manufactured or purchased parts and supplies, work or jobs in process, finished goods or jobs, finished goods or jobs in transit, consigned goods and returned goods).

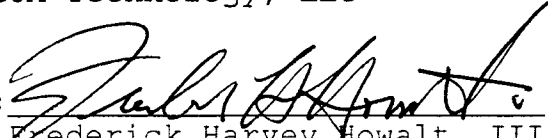
"Liens" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform

7.13 Bulk Transfer Laws. Buyer hereby waives compliance by Seller with the provisions of any so-called bulk transfer laws of any jurisdiction in connection with the sale of the Purchased Assets to Buyer.

7.15 Submission to Jurisdiction; Choice of Forum. Each of the parties submits to the jurisdiction of the Superior Court of Whitfield County, Georgia in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, waives all personal jurisdiction defenses, and waives any bond, surety or other security that might be required of any other party with respect thereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives of the day and year first written above.

SECOA Technology, LLC

By: 
Frederick Harvey Howalt, III
Its: Manager

"Seller"

Snyder Technical Systems, LLC

By: 
Wayne C. Snyder
Its: Manager

"Buyer"