

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glue Warehouse, L.P.		08/07/2014	LIMITED PARTNERSHIP: TEXAS
Adhesive Enterprises, L.L.C.		08/07/2014	LIMITED LIABILITY COMPANY: TEXAS
Surface Warehouse, L.P.		08/07/2014	LIMITED PARTNERSHIP: TEXAS
Brook Shaevan Holdings, Ltd.		08/07/2014	Canada limited company: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	IPS Structural Adhesives, Inc.,		
Street Address:	600 Ellis Road		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3965988	SEAM-IT	
CORRESPONDENCE DATA			
Fax Number:	3108983367		
<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:	310 898-3385		
Email:	sandra.andrade@ipscorp.com		
Correspondent Name:	Sandra Andrade		
Address Line 1:	455 West Victoria Street		
Address Line 4:	Compton, CALIFORNIA 90220		
NAME OF SUBMITTER:	Sandra Andrade		
SIGNATURE:	/sandra andrade/		
DATE SIGNED:	10/20/2014		
Total Attachments: 13			

OP \$40.00 3965988

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Schedule 1 to Exhibit A
Transferred Intellectual Property

Patents
None.

Copyrights
The e-commerce website acquired by Assignee pursuant to the APA, including without limitation all content, images, designs, layout and Software relating thereto (" <u>Website</u> ")

Trademarks
Tradenname "Glue Warehouse"
Common law trademark "Match Factor"
The Website's look-and-feel and trade dress
U.S. registered trademark SEAM-IT (reg. no. 3,965,988)
All other Trademarks associated with Assignor's business

Domain Names
www.gluewarehouse.com
www.sinkandgluewarehouse.com

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of August 7, 2014 (the "Effective Date"), is made by Glue Warehouse, L.P., a Texas limited partnership ("Glue Warehouse"), Adhesive Enterprises, L.L.C., a Texas limited liability company, Surface Warehouse, L.P., a Texas limited partnership, and Brook Shaevan Holdings, Ltd., a British Columbia, Canada limited company (collectively, the "Assignors"), in favor of IPS Structural Adhesives, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the APA (defined below) unless otherwise specified.

WHEREAS, Glue Warehouse and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 7, 2014 (the "APA"), pursuant to which Glue Warehouse has agreed, *inter alia*, to assign to Assignee all of its right, title and interest in and to certain Intellectual Property assets owned by Assignor;

WHEREAS, pursuant to the terms of the APA, Glue Warehouse and Assignee entered into that certain Intellectual Property Assignment Agreement, wherein Glue Warehouse covenanted to execute, and to ensure that the other Assignors will execute, this Trademark Assignment, for purposes of assigning all of their right, title and interest in and to the **U.S. registered trademark SEAM-IT (reg. no. 3,965,988)**, which is jointly owned by the Assignors (the "SEAM-IT Mark"); and

WHEREAS, the Assignors have agreed to execute and deliver this Trademark Assignment purposes of recording the assignment of the SEAM-IT Mark to Assignee with the United States Patent and Trademark Office;

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark Assignment and the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignors, the parties agree as follows:

1. Assignment of SEAM-IT Mark. Each of the Assignors hereby transfers, assigns and conveys to Assignee, free and clear of all liens and encumbrances, all of the such Assignor's right, title and interest in and to the SEAM-IT Mark, together with the goodwill associated therewith, which includes, without limitation (collectively, "Assigned Trademark Rights"):
 - (a) all issuances, extensions and renewals of the SEAM-IT Mark;

- (b) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
 - (d) all related rights of priority and protection of interests of any of the foregoing; and
 - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Further Assurances. From time to time following the Effective Date, the Assignors shall, at Assignee's request and expense, execute and deliver such documents and other papers and perform any other actions as may be required to carry into effect and perfect the assignment and transfer in this Trademark Assignment or to enable Assignee to obtain the full benefits of this Trademark Assignment.
 3. Registration. The Assignors authorize the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon the request of Assignee.
 4. Successors and Assigns; No Third Party Beneficiaries. This Trademark Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity any rights or remedies under or by reason of this Trademark Assignment nor be relied upon other than the parties hereto and their permitted successors or assigns.
 5. Entire Agreement. This Trademark Assignment and all other documents executed in connection with the consummation of the transactions contemplated herein, contain the entire agreement among the parties with respect to the Assigned Trademark Rights and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

6. Governing Law. This Trademark Assignment shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles.
7. Severability. If any term, provision, covenant or restriction of this Trademark Assignment is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Trademark Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
8. Amendment, Waiver and Termination. This Trademark Assignment cannot be amended, waived or terminated except by a writing signed by the parties hereto.
9. Headings; Execution in Counterparts. The section headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Trademark Assignment may be executed in any number of counterparts (including by fax and .pdf), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR

GLUE WAREHOUSE, L.P.

By: Adhesive Enterprises, L.L.C., its sole general partner

By: Robert Butts

Name: Robert Butts

Title: Manager

By: Lee P. Wood

Name: Lee P. Wood

Title: Manager

[Signature Page to Trademark Assignment]

ASSIGNOR

ADHESIVE ENTERPRISES, L.L.C.

By: Robert Butts

Name: Robert Butts

Title: Manager

By: Lee P. Wood

Name: Lee P. Wood

Title: Manager

[Signature Page to Trademark Assignment]

ASSIGNOR

SURFACE WAREHOUSE, L.P.

By: Surface Enterprises, L.L.C., its general partner

By: Robert Butts

Name: Robert Butts

Title: Manager

By: Lee P. Wood

Name: Lee P. Wood

Title: Manager

[Signature Page to Trademark Assignment]

ASSIGNOR

BROOK SHAEVAN HOLDINGS LTD.

By: _____



Name: Chad Thomas

Title: President

By: _____

Name: Ray Aleksic

Title: Secretary

[Signature Page to Trademark Assignment]


ASSIGNOR

BROOK SHAEVAN HOLDINGS LTD.

By: _____

Name: Chad Thomas

Title: President

By:  _____

Name: Ray Aleksic

Title: Secretary

AGREED TO AND ACCEPTED:

ASSIGNEE

IPS STRUCTURAL ADHESIVES, INC.

By: 

Name: William D. Barton

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

STATE OF TEXAS)
COUNTY OF TRAVIS) ss.

On this 6th August, 2014, before me, _____

Date

Name and Title of the Notary

personally appeared Robert Butts and Lee P. Wood

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are 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 TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in cursive script, appearing to read 'Christy Iwabuchi', written over a horizontal line.

Signature of Notary Public

Province
STATE OF British Columbia
COUNTY OF Westminster

RAW - 7th August, 2014, before me, Ronald Anthony Wattie - RAW

Date Name and Title of the Notary
personally appeared Chad Thomas and Ray Aleksic - RAW

Name(s) of Signer(s)

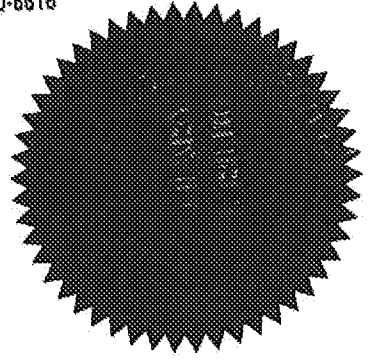
proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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 Province British Columbia that the foregoing paragraph is true and correct. RAW

WITNESS my hand and official seal.

RAWattie
Signature of Notary Public

R.A. Wattie
Barrister & Solicitor
#305 - 2692 Clearbrook Road
Abbotsford, BC V2T 2Y8
Tel: 604-850-6640 Fax: 604-850-6818



Province Columbia
~~STATE OF (British)~~
COUNTY OF Westminster) ss.

On this 16 August, 2014, before me, Ronald Anthony Wattie

Date

RAW

Name and Title of the Notary

personally appeared Glad Thomas and Ray Aleksic

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are 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 Province British Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RAWattie
Signature of Notary Public

Ronald Anthony Wattie
Barrister & Solicitor
#305 - 2692 Clearbrook Road
Abbotsford, B.C. V2T 2Y8