

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322953

<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>
Industrial Noise Control, Inc.		10/31/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sound Seal, Inc.		
<b>Street Address:</b>	50 Herbert P. Almgren Drive		
<b>City:</b>	Agawam		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01001		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3128902	INC	
<b>Registration Number:</b>	1011795	INC	
<b>Registration Number:</b>	1072666	SORBA-GLAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mtily@fdh.com		
<b>Correspondent Name:</b>	Michael Tily		
<b>Address Line 1:</b>	177 Broad Street		
<b>Address Line 2:</b>	C/O Finn Dixon & Herling LLP		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Michael Tily		
<b>SIGNATURE:</b>	/s/ Michael Tily		
<b>DATE SIGNED:</b>	11/12/2014		
<b>Total Attachments: 7</b>			
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<b>TRADEMARK</b>			

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**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of October 31, 2014, by and among Industrial Noise Control, Inc., an Illinois corporation (the "Assignor"), and Sound Seal, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has purchased, among other assets of the Assignor, the Intellectual Property (as defined in the Purchase Agreement) of the Assignor related to the Business (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of the Assignor, as set forth therein; and

WHEREAS, this Agreement is contemplated by Section 2(g)(viii) of the Purchase Agreement.

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

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. **Assignment and Assumption.** Effective as of the Closing Date, the Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of the Assignor's Intellectual Property included in the Acquired Assets (including, but not limited to, the trademark applications and registrations and copyrights listed on Exhibit A hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

3. **Terms of the Purchase Agreement.** The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Further Actions.**

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at Assignee's reasonable request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use it's commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by the Assignor or by third parties on its behalf, including, but not limited to the domain names set forth on Exhibit B hereto (the "Domain Names"). The Assignor represents and warrants that it has not and will not otherwise delete or transfer any of the Domain Names except as provided for herein.

(c) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 4(a) and/or 4(b) above, the Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of the Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the Assignor.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

6. **Counterparts.** This Agreement may be executed in two or more counterparts, and by the parties hereto on separate counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

7. **Miscellaneous.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. Assignee may collaterally assign any of its rights hereunder to any lender or financing source and may assign any of its rights hereunder in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

*[Remainder of page intentionally left blank. Signature page follows.]*

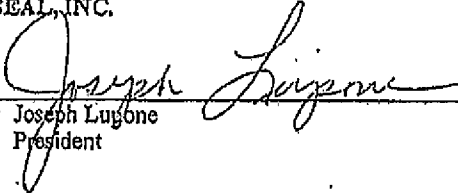
EXECUTION DRAFT

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the date first above written.

ASSIGNEE:

SOUND SEAL, INC.

By: \_\_\_\_\_

  
Name: Joseph Lugone  
Title: President

ASSIGNOR:

INDUSTRIAL NOISE CONTROL, INC.

By: \_\_\_\_\_

Name: Mark A. Rubino  
Title: President

EXECUTION DRAFT

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the date first above written.

ASSIGNEE:

SOUND SEAL, INC.

By: \_\_\_\_\_

Name: Joseph Lupo  
Title: President

ASSIGNOR:

INDUSTRIAL NOISE CONTROL, INC.

By:  \_\_\_\_\_

Name: Mark A. Rubino  
Title: President

EXHIBIT A

A. Registered Trademarks:

Registration No.	Word Mark	Int. Class
3128902	INC	37
1011795	INC	17
1072666	SORBA-GLAS	17

B. Unregistered Trademarks:

1. The trade names "INC" and "Industrial Noise Control"
2. The following trademarks:
  - a. Bafi-Sorb (for absorptive ceiling baffles)
  - b. Fabri-Sorb (for decorative acoustical panels)
  - c. Panl-Sorb (for metal acoustical panels)
  - d. Panl-Wall (for modular acoustical metal panel systems and outdoor noise barrier systems)
  - e. Flexi-Sorb (for noise control curtain systems)
3. The following logo:



C. Copyrights

1. Copyright to the content on Seller's website at [www.industrialnoisecontrol.com](http://www.industrialnoisecontrol.com).

EXHIBIT B

	Domain Name
1.	100DBA.com
2.	ATVDYNOROOMS.BIZ
3.	ATVDYNOROOMS.COM
4.	ATVDYNOROOMS.INFO
5.	ATVDYNOROOMS.NET
6.	ATVDYNOROOMS.ORG
7.	DYNO-CELL.BIZ
8.	DYNO-CELL.COM
9.	DYNO-CELL.INFO
10.	DYNO-CELL.ORG
11.	DYNO-CELLS.COM
12.	DYNO-ROOMS.COM
13.	DYNOCELL.NET
14.	DYNOCELLS.COM
15.	DYNOCELLS.NET
16.	DYNOPOWERCELL.COM
17.	DYNOPOWERROOM.COM
18.	DYNOROOMS.COM
19.	DYNOROOMS.INFO
20.	DYNOROOMS.NET
21.	DYNOROOMS.ORG
22.	DYNORUNCCELLS.COM
23.	DYNORUNROOMS.COM
24.	DYNOTESTCELL.COM
25.	DYNOTESTCELL.NET
26.	DYNOTESTROOMS.BIZ
27.	DYNOTESTROOMS.COM
28.	DYNOTESTROOMS.INFO
29.	DYNOTESTROOMS.NET
30.	DYNOTESTROOMS.ORG
31.	ENGINEDYNOCELLS.COM
32.	ENGINEDYNOROOMS.COM
33.	HORSEPOWERCELL.COM
34.	INC-ACOUSTICS.COM
35.	INC-NOISE.COM
36.	INC-TESTCELLS.COM
37.	INCACOUSTICS.COM
38.	INCDYNOROOM.COM
39.	INCDYNOTESCELLS.COM
40.	INCNOISE.COM
41.	INCTESTCELLS.COM

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42.	INDUSTRIALNOISECONTROL.COM
43.	LOWDBA.COM
44.	NOISE-CURTAIN.COM
45.	NOISE-DEPOT.COM
46.	NOISE-ENCLOSURE.COM
47.	NOISECATALOG.COM
48.	NOISECONTROLDEPOT.COM
49.	NOISEDEPOT.COM
50.	NOISEDEPOT.NET
51.	NOIZE-MART.COM
52.	NOIZECATALOG.COM
53.	NOIZEMART.COM
54.	OUTDOORSOUNDBARRIERS.COM
55.	OUTDOORSOUNDWALLS.COM
56.	SOUND-CURTAIN.COM
57.	SOUND-ENCLOSURE.COM
58.	SOUNDABATEMENT.COM
59.	TEST-CELL.COM
60.	TEST-ROOMS.COM

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