

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327930

<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>
PRIME PANELS, INC.		10/07/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NUDO PRODUCTS, INC.		
<b>Street Address:</b>	1500 Taylor Avenue		
<b>City:</b>	Springfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62703		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2944956	STRUCTURE CORE	
<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 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Michael Tily		
<b>SIGNATURE:</b>	/s/ Michael Tily		
<b>DATE SIGNED:</b>	01/05/2015		
<b>Total Attachments: 12</b>			
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**ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective October 7, 2014 by and among PRIME PANELS, INC., an Illinois corporation ("Prime"), THOMAS NUDO (T. Nudo), DENISE M. NUDO ("D. Nudo") and together with Prime and T. Nudo, the "Assignors"), and NUDO PRODUCTS, INC., an Illinois corporation (the "Assignee"). Capitalized terms used herein but not otherwise defined, have the meanings assigned to such terms in the Purchase Agreement (defined below).

**WITNESSETH:**

WHEREAS, the Assignors and the Assignee, have executed and delivered that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Assignors have agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignors, the Acquired Assets and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignors desire that all of the Assignors' respective rights, title and interests in and to all Intellectual Property included in the Acquired Assets be assigned and transferred to the Assignee as provided in the Purchase Agreement.

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

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignors hereby assign, sell, convey, deliver and transfer to the Assignee all of Assignors' respective rights, title and interests in and to any and all Intellectual Property included in the Acquired Assets (including, but not limited to, the patents, trademarks 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 the Assignee's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

1.2 Further Assurances.

(a) The Assignors hereby agree to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's 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 patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignors will promptly transfer

all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignors and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignors and the Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. 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.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder (a) to any lender or financing source, (b) 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, or (c) in connection with a permitted assignment of the Purchase Agreement.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

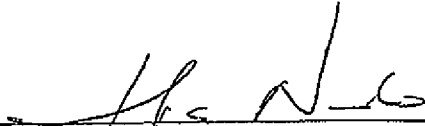
2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

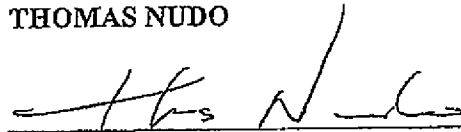
IN WITNESS WHEREOF, the Assignee and the Assignors have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**ASSIGNORS:**

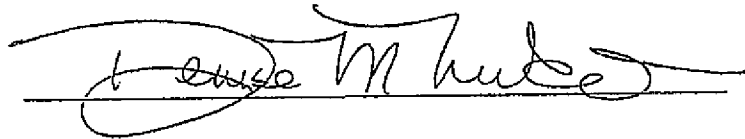
**PRIME PANELS, INC.**

By:   
Name: Thomas Nudo  
Title: President

**THOMAS NUDO**



**DENISE M. NUDO**



**ASSIGNEE:**

**NUDO PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: Darryl Rosser  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignee and the Assignors have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNORS:

PRIME PANELS, INC.

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

Name: Thomas Nudo

Title: President

THOMAS NUDO

\_\_\_\_\_  
DENISE M. NUDO

ASSIGNEE:

NUDO PRODUCTS, INC.

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

Name: Darryl Rosser

Title: Chief Executive Officer

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]



STATE OF Illinois )  
COUNTY OF Sangamon ) SS:

Before me a Notary Public in and for said County and State personally appeared **Thomas Nudo**, an individual, who acknowledged the execution of the foregoing instrument on behalf of himself.

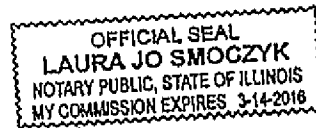
Witness my hand and Notarial Seal this 6th day of Oct, 2014.

My Commission expires:

3-14-16

Signed: Laura Jo Smoczyk

Printed: Laura Jo Smoczyk





STATE OF Illinois )  
 ) SS:  
COUNTY OF Sangamon

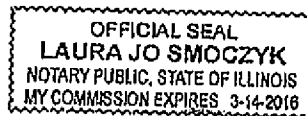
Before me a Notary Public in and for said County and State personally appeared **Denise M. Nudo**, an individual, who acknowledged the execution of the foregoing instrument on behalf of herself.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of Oct, 2014.

My Commission expires:

3-14-16

Signed: Laura Jo Smoczyk  
Printed: Laura Jo Smoczyk

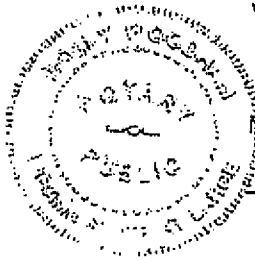


ACKNOWLEDGMENTS

STATE OF Alabama )  
COUNTY OF Shelby ) SS:

Before me a Notary Public in and for said County and State personally appeared Darryl Rosser, as the Chief Executive Officer of NUDO PRODUCTS, INC., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 16 day of Oct, 2014.



My Commission expires:  
March 18, 2018

Signed: [Signature]  
Printed: Holly Woodham

EXHIBIT A

I. Trademarks

All registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
STRUCTURE CORE	Prime Panels, Inc.	2944956	4/26/2005

## II. Copyrights

All copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith.

{Assignment and Assumption of IP Agreement (Prime Panels) (01924196-2); 1; - }

**TRADEMARK**  
**REEL: 005434 FRAME: 0142**

### III. Patents

All inventions, all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof.

#### ISSUED PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Federal Registration Number</u>	<u>Issue Date</u>
5,914,175	Prime Panels, Inc.	08917127	8/25/1997
6,913,667	Thomas Nudo; Denise M. Nudo	10/387,421	3/14/1997

{ Assignment and Assumption of IP Agreement (Prime Panels) (01924196-2); I; - } [Signature Page to Assignment and Assumption of Intellectual Property Agreement]

**IV. Domain Names.**

All domain names including, without limitation:

www.primepanels.com

{Assignment and Assumption of IP Agreement (Prime Panels) (01924196-2); 1; - }