

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marsal & Sons, Inc.		02/10/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	G.S. Blodgett Corporation		
Street Address:	50 Lakeside Ave.		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	CORPORATION: VERMONT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3470046		
Registration Number:	2689492		
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Justin Selle, Legal Assistant		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	610710/86		
NAME OF SUBMITTER:	Aliya Sanders		
SIGNATURE:	/Aliya Sanders/		
DATE SIGNED:	02/11/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of February 10, 2015, is made and entered into by and between Marsal & Sons, Inc., a New York corporation (“Assignor”), and G.S. Blodgett Corporation, a Vermont corporation (“Assignee”). The Assignor and Assignee are each sometimes referred to herein as a “Party” or, collectively, the “Parties.” All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), by and among Assignor, Assignee, and the Stockholders (as defined therein), Assignor agreed to sell, assign, transfer, convey and deliver to the Assignee all of Assignor’s right, title and interest in, to and under each of the Assets, including but not limited to the trademarks and service marks identified on Exhibit A (including the applications and registrations listed on Exhibit A, the goodwill of the Business symbolized by such trademarks and service marks, and the rights to sue for past infringement or other violation thereof) (collectively, the “Trademarks”).

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

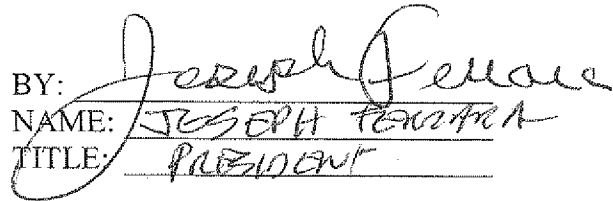
1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, as of the date first above written, all of Assignor’s right, title and interest in, to and under the Trademarks. Assignor agrees, without further consideration, to perform such further actions and execute and deliver such further documents as Assignee may reasonably request to effectuate the assignments contemplated by this Agreement and to permit the Assignee to be duly recorded as the record owner of the rights hereby conveyed.
2. Asset Purchase Agreement. This Agreement is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Asset Purchase Agreement (including without limitation the Schedules attached thereto), and nothing contained in this Agreement shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Asset Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
3. Governing Law; Dispute Resolution. This Agreement and any dispute arising in connection therewith will be governed by and construed under the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

5. Order of Precedence. In the event of a conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall take precedence and control.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

MARSAL & SONS, INC.

BY: 
NAME: JOSEPH FERRARO
TITLE: PRESIDENT

[Signature page to Trademark Assignment Agreement]

TRADEMARK
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G.S. BLODGETT CORPORATION

BY: 

NAME: Timothy Fitzgerald

TITLE: Chief Financial Officer


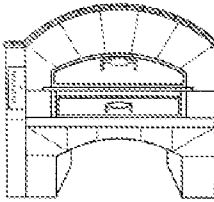
[Signature page to Trademark Assignment Agreement]

TRADEMARK
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Schedule A

Trademarks

The trademark "MARSAL" and the following registered trademarks:

Jurisdiction	Trademark	App No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
U.S. Federal	Design Only 	76/676,468 (07-May-2007)	3,470,046 (22-Jul-2008)	Marsal & Sons, Inc.	Registered
U.S. Federal	Design Only 	75/640,225 (12-Feb-1999)	2,689,492 (18-Feb-2003)	Marsal and Sons, Inc.	Registered