

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341020

<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>
Coen Company, Inc.		12/30/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coen Company, LLC		
<b>Street Address:</b>	11920 East Apache Street		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74116		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0758442	"A.C."	
<b>Registration Number:</b>	3641546	COEN	
<b>Registration Number:</b>	0674197	COEN	
<b>Registration Number:</b>	4102306	COEN	
<b>Registration Number:</b>	0629993	FYR-COMPAK	
<b>Registration Number:</b>	0774983	FYR-PROGRAMMER	
<b>Registration Number:</b>	2617538	ISCAN	
<b>Registration Number:</b>	0863139	MANIFILM	
<b>Registration Number:</b>	2643716	POWER PLUS	
<b>Registration Number:</b>	2004626	QLN	
<b>Registration Number:</b>	1997291	QUANTUM LOW NOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3168288494		
<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>Phone:</b>	316-828-4188		
<b>Email:</b>	amy.gagich@kochps.com		
<b>Correspondent Name:</b>	Amy Gagich		
<b>Address Line 1:</b>	4111 E. 37th St. North		
<b>Address Line 4:</b>	Wichita, KANSAS 67220		

CH \$290.00 0758442

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Amy Gagich
<b>SIGNATURE:</b>	/Amy Gagich/
<b>DATE SIGNED:</b>	05/12/2015
<b>Total Attachments: 10</b> source=Coen Contribution Agreement 12-31-14#page1.tif source=Coen Contribution Agreement 12-31-14#page2.tif source=Coen Contribution Agreement 12-31-14#page3.tif source=Coen Contribution Agreement 12-31-14#page4.tif source=Coen Contribution Agreement 12-31-14#page5.tif source=Coen Contribution Agreement 12-31-14#page6.tif source=Coen Contribution Agreement 12-31-14#page7.tif source=Coen Contribution Agreement 12-31-14#page8.tif source=Supplemental_Coen TMs Transferred to JZC#page1.tif source=Supplemental_Coen TMs Transferred to JZC#page2.tif	

## Contribution and Assignment and Assumption Agreement

This CONTRIBUTION AND ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into by and between Coen Company, Inc., a California corporation ("Assignor"), and Coen Company, LLC, a Delaware limited liability company ("Assignee"), on the 30th day of December, 2014 (the "Effective Date").

As of the Effective Date, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- (A) "Agreement" means this Contribution and Assignment and Assumption Agreement.
  - (B) "Assets" means the assets of Assignor set forth on Exhibit A.
  - (C) "Assumed Liabilities" means the Liabilities, if any, set forth on Exhibit A.
  - (D) "Consideration" means the consideration set forth on Exhibit A.
  - (E) "Excluded Liabilities" means any Liability that does not constitute an Assumed Liability.
  - (F) "Liability" means any liability, duty, term, condition or covenant that Assignor is obligated to perform, discharge, or otherwise satisfy including, without limitation, any such liability existing as of the Effective Date, whether known or unknown, contingent or liquidated and arising in the future, and regardless of whether such liability arises (i) from conditions or events occurring prior to, at, or after the Effective Date, or (ii) from the acts or omissions of Assignor, whether due to the negligence or other legal fault of the Assignor.
  - (G) "Parties" means Assignor and Assignee, collectively.
1. Assignment of Assets. Subject to the provisions of Section 5 of this Agreement:
    - (A) Assignor hereby irrevocably contributes, assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Assets in exchange for the Consideration; and
    - (B) Assignee hereby accepts all right, title, and interest of Assignor in and to the Assets in exchange for the Consideration.
  2. Assumption of Assumed Liabilities. At and after the Effective Date, Assignee assumes full and complete responsibility to promptly perform, satisfy, and discharge the Assumed Liabilities.
  3. Express Non-Assumption of Excluded Liabilities. Assignor acknowledges and agrees that it is and shall remain solely liable and responsible for all Liabilities

whatsoever of Assignor with respect to the Excluded Liabilities. Assignee is not agreeing, and does not agree, to pay or assume any of the Excluded Liabilities, regardless of whether such Excluded Liabilities arise under any contract, agreement, practice, arrangement, statute, law, ordinance, rule, regulation or otherwise, and nothing in this Agreement or the conduct of the Parties under this Agreement is intended or shall be construed to the contrary.

4. Beneficial Rights. To the extent any provision of law or contract prohibits a transfer of any Asset by Assignor to Assignee as of the Effective Date, any assignment of such Asset by this Agreement shall be ineffective until such provision of law or contract is satisfied. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and in all events, any and all benefits and obligations relating to the Assets shall be for the sole account and risk of Assignee as of the Effective Date, and Assignee shall have the right to direct the use and disposition thereof whether or not the actual transfer to the Assignee of the applicable Asset is effective.
5. Consents; Further Assurances. The Parties shall use commercially reasonable efforts to obtain any third-party consents or approvals required to assign the Assets or assume the Assumed Liabilities. The Parties shall promptly take such further actions and execute such further documents as may be reasonably necessary or appropriate to carry out this Agreement.
6. Waiver of Bulk Transfer Laws. [INTENTIONALLY DELETED].
7. Plurals. Words in this Agreement denoting the singular will include the plural and vice versa when the context requires.
8. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Delaware.
9. Transfer Free and Clear of Encumbrances. The Assignor and Assignee acknowledge and agree that their intent is to effectuate the assignments and assumptions evidenced hereby through the transfer of Assets free and clear of all liens, claims, and encumbrances granted by the Assignor with respect to any and all Excluded Liabilities.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Contribution and Assignment and Assumption Agreement to be duly executed as of the Effective Date.

Assignor

Assignee

COEN COMPANY, INC.

COEN COMPANY, LLC

By: 

Name: Tim Webster

Title: President

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

Name: Mark A. Soucie

Title: President

Attachments:

- Exhibit A



IN WITNESS WHEREOF, the Parties have caused this Contribution and Assignment and Assumption Agreement to be duly executed as of the Effective Date.

Assignor

Assignee

COEN COMPANY, INC.

COEN COMPANY, LLC

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

Name: Tim Webster

Title: President

By: Mark A. Soucie \_\_\_\_\_

Name: Mark A. Soucie

Title: President

Attachments:

- Exhibit A

*[Handwritten initials]*

**Exhibit A**  
**Contribution and Assignment and Assumption Agreement – Coen Company, Inc. and  
Coen Company, LLC**

Assets

- Exclusive License Agreement, by and between Coen Company, Inc. and John Zink Company, LLC, dated January 1, 2013.
- All goodwill recorded and accounted for in the books and records of Coen Company, Inc. from whatever source.
- All inventions, patents, registrations, technology, trade secrets, trademarks, copyrights, and scientific, technical or business information, including all associated good will, owned in whole or in part by, or licensed to, Coen Company, Inc., including, but not limited to, those listed on Schedule I, and those described below:
  - All inventions, including any process, method, composition of matter, article of manufacture, discovery, invention, improvement, or finding that is first conceived or reduced to practice after the Effective Date. Any process, method, composition of matter, article of manufacture, discovery, invention, improvement, or finding that is described in a patent application prior to the Effective Date shall not be deemed an Invention for the purposes of this Agreement.
  - All patents including all patents, industrial and utility models, industrial designs, petty patents, design patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Authority; all applications for any of the foregoing, including provisional, utility, design, priority and other applications, divisionals, and continuations (in whole or in part); all extensions, reissues, re-examinations or renewals of any of the foregoing; and all equivalents or counterparts of any of the foregoing.
  - All registrations, including all associated good will, which shall include all patents, registrations of trademarks, copyrights or domain names, and applications for any of the foregoing, anywhere in the world, whether existing as of the Effective Date or first filed thereafter.
  - All technology including any scientific, technical or business information, whether or not patentable and whether in written or verbal form, including results and data of any type and however first realized or documented or thereafter reproduced or stored, including databases, practices, methods, techniques, specifications, formulations, formulae and compositions of raw materials, products, catalysts, reagents and product intermediaries, knowledge, know-how, skill, experience, test data (including chemical, biochemical, toxicological,

efficiency, cost, stability, analytical or quality control data), test procedures, manufacturing processes and procedures, manufacturing and testing equipment and related diagrams and specifications and supply sources.

- All trademarks, including all associated goodwill, which shall include all registered and unregistered trademarks and service marks, all trademark and service mark registrations, applications and renewals thereof, all trade names, and all Internet domain names.
- All trade secrets, including any technology that is protected or protectable as a trade secret under applicable law or that otherwise is confidential, derives independent economic value from being confidential and is subject to reasonable efforts to maintain its confidentiality.

#### Assumed Liabilities

- No liabilities are being transferred.

#### Consideration

- An equity interest in the Coen Company, LLC in an amount equal to the value of the Assets as of the date of the Contribution.







COEN COMPANY  
TRADEMARKS

TM App.#	TM Reg.#	Trademark Name	Country	Previous Owner	Final Owner	Status	File Date	Issue Date	Renewal Date	Abandoned Date	Matter ID
72/142499	758442	"A.C."	United States	Coen Company Inc.	John Zink Company LLC	ABANDONED	18-Apr-1962	15-Oct-1963	N/A	15-Oct-2013	2007-0646
5644034	5644034	COEN	CTM	Coen Company Inc.	John Zink Company LLC	GRANTED	26-Jan-07	16-Sep-08	26-Jan-17		2008-0087
1841072		COEN	INDIA	Coen Company Inc.	John Zink Company LLC	PENDING	17-Jul-09				2009-0362
S37-035505	628425	COEN	JAPAN	Coen Company Inc.	John Zink Company LLC	GRANTED	01-Nov-62	05-Nov-63	05-Nov-23		2007-0660
1031784	1121701	COEN	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	07-Sep-09	07-Sep-09	07-Sep-19		2009-0193
949182		COEN	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0516
949181		COEN	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0515
76/657739	3641546	COEN	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	03-Apr-06	23-Jun-09	23-Jun-19		2007-0659
72/050282	674197	COEN	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	24-Apr-58	17-Feb-59	N/A	09-May-00	N/A
831299649	831299649	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0264
831299665	831299665	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0266
831299657	831299657	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0265
831299614	831299614	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0083
1558774	847062	COEN & Design	CANADA	Coen Company Inc.	John Zink Company LLC	GRANTED	06-Jan-12	26-Mar-13	26-Mar-28		2012-0112
4222110	4222110	COEN & Design	CHINA	Coen Company Inc.	John Zink Company LLC	GRANTED	16-Aug-04	14-Feb-07	13-Feb-17		2008-0027
10509669	10509669	COEN & Design	CTM	Coen Company Inc.	John Zink Company LLC	GRANTED	20-Dec-11	18-May-12	20-Dec-21		2012-0113
63226	1063395	COEN & Design	FRANCE	Coen Company Inc.	John Zink Company LLC	ABANDONED	06-Sep-68	18-Aug-78	N/A	In 1988	2008-0086
1031785	1122030	COEN & Design	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	07-Sep-09	07-Sep-09	07-Sep-19		2009-0194
1240072	1289616	COEN & Design	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	09-Jan-12	07-Jun-12	09-Jan-22		2012-0109
1240074	1289618	COEN & Design	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	09-Jan-12	07-Jun-12	09-Jan-22		2012-0110
1240075	1334513	COEN & Design	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	09-Jan-12	30-Nov-12	09-Jan-22		2012-0111
949183		COEN & Design	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0517
949184		COEN & Design	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0518
85/368150	4102306	COEN & Design	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jul-11	21-Feb-12	21-Feb-22		2011-0263
71/687542	629993	FYR-COMPAK	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	16-May-55	03-Jul-56	03-Jul-16		2007-0652
72/183375	774983	FYR-PROGRAMMER	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	23-Dec-63	11-Aug-64	N/A	11-Aug-14	2007-0649
76/255132	2617538	ISCAN	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	10-May-01	10-Sep-02	10-Sep-22		2007-0654
72/291968	863139	MANIFILM	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	27-Feb-68	07-Jan-69	N/A	07-Jan-09	2007-0648

TRADEMARK

REEL: 005514 FRAME: 0527

COEN COMPANY  
TRADEMARKS

TM App.#	TM Reg.#	Trademark Name	Country	Previous Owner	Final Owner	Status	File Date	Issue Date	Renewal Date	Abandoned Date	Matter ID
76/013606	2643716	POWER PLUS	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	28-Mar-00	29-Oct-02	N/A	29-Oct-08	2007-0655
74/435400	2004626	QLN (Stylized)	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	10-Sep-93	01-Oct-96	01-Oct-16		2007-0656
74/435399	1997291	QUANTUM LOW NOX	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	10-Sep-93	27-Aug-96	27-Aug-16		2007-0658