

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Muralo Company, Inc.		07/03/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Mirror Acquisition, LLC		
Street Address:	101 5th Avenue		
Internal Address:	c/o Delos Capital, Suite 601		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2441661	AQUA BORNE CERAMIC	
Registration Number:	2824865	AQUA BORNE CERAMIC	
Registration Number:	0762592	CONCRETE GARD	
Registration Number:	1134392	DURA KING	
Registration Number:	1133912	MASTER TONE	
Registration Number:	0958086	MASTERPIECE	
Registration Number:	1274022	MURALO	
Registration Number:	2556610	SATIN FLOW	
Registration Number:	2783628	SPACKLE	
Registration Number:	0241186	SPACKLE	
Registration Number:	2868853	SPACKLE LITE	
Registration Number:	2056531	ULTIMATE	
Registration Number:	2852584	ULTRA CERAMIC	
Registration Number:	2406676	ULTRA WATERBORNE	
Registration Number:	3343631	MASONRY SHIELD	
Registration Number:	3616004	BREATHE SAFE	
Registration Number:	2758177	CERAMITHANE	
Registration Number:	3967945	HIDE IT	
TRADEMARK			

OP \$490.00 2441661

Property Type	Number	Word Mark
Registration Number:	3630464	SUPERFINISH CERAMIC
CORRESPONDENCE DATA		
Fax Number:	2123553333	
<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:	212-813-8800	
Email:	NY-TM-Admin@goodwinprocter.com	
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici	
Address Line 1:	620 Eighth Avenue	
Address Line 4:	New York, NEW YORK 10018	
ATTORNEY DOCKET NUMBER:	129959243500	
NAME OF SUBMITTER:	Janis Nici	
SIGNATURE:	/janis nici/	
DATE SIGNED:	10/20/2015	
Total Attachments: 3		
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of July 3, 2014 by THE MURALO COMPANY, INC., a New Jersey corporation ("Assignor") to MIRROR ACQUISITION, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, registrations, trade names and trade styles set forth on Schedule A attached hereto and the goodwill of the business symbolized by each of the trademarks, service marks, trade names and trade styles (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, assign and transfer and Assignee has agreed to purchase and accept from Assignor the assets of Assignor set forth in the Purchase Agreement relating to Assignor's paint and spackle business, including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee desire to further memorialize the assignment and assumption of the Trademarks pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Assignment, the undersigned hereby agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, free and clear of all liens, claims and encumbrances, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment shall also include all income, royalties, damages and payments which now or hereafter become due or payable with respect to the Trademarks in and to all causes of action (at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment. Notwithstanding the forgoing, the representations and warranties of Assignor set forth in the Purchase Agreement shall in no way be limited, extended, modified or amended by anything contained in this Assignment.

2. Cooperation. Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

3. Governing Law. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters including, but not limited to, matters of validity, construction, effect and performance.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademarks
as of the day and year first above written.

ASSIGNOR:

THE MURALO COMPANY, INC.

By: 

Name: James Norton

Title: President

SCHEDULE A

Trademarks

U.S.

Trademark	Registration No.
AQUA BORNE CERAMIC	2441661
AQUA BORNE CERAMIC	2824865
CONCRETE GARD (& DESIGN)	0762592
DURA KING	1134392
MASTER TONE	1133912
MASTERPIECE	0958086
MURALO	1274022
SATIN FLOW	2556610
SPACKLE	2783628
SPACKLE (& DESIGN)	0241186
SPACKLE LITE	2868853
ULTIMATE	2056531
ULTRA CERAMIC	2852584
ULTRA WATERBORNE (STYLIZED)	2406676
MASONRY SHIELD	3343631
BREATHE SAFE	3616004
CERAMITHANE	2758177
HIDE IT	3967945
SUPERFINISH CERAMIC	3630464

Outside the U.S.

Canada

Trademark	Registration No.
SPACKLE	UCA 041913

Germany

Trademark	Registration No.
SPACKLE	30 2009 007 875

Ireland

Trademark	Registration No.
SPACKLE	230948

United Kingdom

Trademark	Registration No.
SPACKLE	2381571