

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364279

<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>
Kenrich Petrochemicals, Inc.		11/25/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KRI-Color, LLC		
<b>Street Address:</b>	359 Hill Street		
<b>City:</b>	Biddeford		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MAINE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1023019	KENCOLOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077723627		
<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>	207 772-1941		
<b>Email:</b>	dnathanson@dwmlaw.com		
<b>Correspondent Name:</b>	Daina J. Nathanson		
<b>Address Line 1:</b>	84 Marginal Way, Suite 600		
<b>Address Line 4:</b>	Portland, MAINE 04101-2480		
<b>NAME OF SUBMITTER:</b>	Daina J. Nathanson		
<b>SIGNATURE:</b>	/Daina J. Nathanson/		
<b>DATE SIGNED:</b>	12/02/2015		
<b>Total Attachments: 4</b>			
source=KenColor Trademark Assignment (Kenrich Petrochemicals to KRI-Color) (2) (2)#page1.tif			
source=KenColor Trademark Assignment (Kenrich Petrochemicals to KRI-Color) (2) (2)#page2.tif			
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OP \$40.00 1023019

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of November 25, 2015 by and between KRI-Color, LLC, a Maine limited liability company having a principal place of business at 359 Hill Street, Biddeford, Maine 04005 ("*Assignee*") and Kenrich Petrochemicals, Inc., a Delaware corporation having a principal place of business at 140 E 22<sup>nd</sup> Street, PO Box 32, Bayonne, NJ 07002 ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the KENCOLOR® product line assets, including without limitation, the KENCOLOR® trademark set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the KENCOLOR® trademark set forth on Schedule A (the "*Marks*"), together with the goodwill of the KENCOLOR® product line business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the KENCOLOR® Mark, all claims for damages by reason of past, present and future infringements of the KENCOLOR® Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the KENCOLOR® Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.


3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Maine, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

**KRI-COLOR, LLC,**  
a Maine limited liability company

  
Name: Michael Whisely  
Title: Manager

**"Assignor"**

**KENRICH PETROCHEMICALS, INC.,**  
a Delaware corporation

By:   
Name: Salvatore J. Monte  
Title: President

(Signature Page to Trademark Assignment)

**TRADEMARK**  
**REEL: 005680 FRAME: 0269**

**SCHEDULE A**

**MARKS**

1. **KENCOLOR®**