

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368645

<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>
Industrial Acoustics Company, Inc.		12/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sound Seal, Inc.		
<b>Street Address:</b>	50 Herbert P. Almgren Drive		
<b>City:</b>	Agawam		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01001		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0845481	IAC THE STANDARD OF SILENCE	
<b>Registration Number:</b>	0687050	QUIET-VENT	
<b>Registration Number:</b>	0846676	POWER-FLOW	
<b>Registration Number:</b>	0848655	QUIET-FLOW	
<b>Registration Number:</b>	0661537	QUIET-DUCT	
<b>Registration Number:</b>	0850880	NOISE-LOCK	
<b>Registration Number:</b>	0743440	CONIC-FLOW	
<b>Registration Number:</b>	1780289	MICRODYNE	
<b>Registration Number:</b>	1811540	METADYNE	
<b>Registration Number:</b>	0988234	TRACKWALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033271096		
<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>	203-324-6155		
<b>Email:</b>	jbutchko@ssjr.com		
<b>Correspondent Name:</b>	Andy I. Corea		
<b>Address Line 1:</b>	986 Bedford Street		
<b>Address Line 2:</b>	St. Onge Steward Johnston & Reens LLC		

OP \$265.00 0845481

**Address Line 4:** Stamford, CONNECTICUT 06905

**ATTORNEY DOCKET NUMBER:** 06499-A0018A

**NAME OF SUBMITTER:** Andy I. Corea

**SIGNATURE:** /Andy I. Corea/

**DATE SIGNED:** 01/11/2016

**Total Attachments: 13**

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### Assignment

WHEREAS, this Assignment is made and entered into as of December 23, 2015, by and among **Industrial Acoustics Company, Inc.**, a Delaware Corporation, with an address of 1160 Commerce Avenue, Bronx, New York 10462 ("Assignor"), and **Sound Seal, Inc.**, a Delaware Corporation, with an address of 50 Almgren Drive, Agawam, Massachusetts 01001 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated December 23, 2015, (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased the Assets ("Purchased Assets") on the attached Schedule of Intellectual Property – Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign the Purchased Assets to Assignee;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective as of December 23, 2015, (i) Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee the Purchased Assets, free and clear of all Liens, and all right, title, and interest, along with any continuations, substitutions, divisions, reissues, modifications and extensions, and along with all associated goodwill and the right to sue and collect for past, ongoing, and future damages, and (ii) Assignee hereby purchases, acquires and accepts the Purchased Assets.
2. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties and covenants relating to the Purchased Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, and covenants contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Further actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively transfer and assign to and vest in Assignee the Purchased Assets.
  
4. Execution In Counterparts. This Assignment may be executed in counterparts, including by facsimile, .pdf, or other electronic signature, each of which shall be deemed to be an original but which together shall constitute one and the same Instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR

**Industrial Acoustics Company, Inc.**

a Delaware Corporation

X \_\_\_\_\_

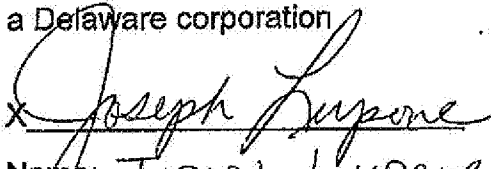
Name:

Title:

ASSIGNEE

**Sound Seal, Inc.**

a Delaware corporation

X  \_\_\_\_\_

Name: Joseph Lupone

Title: CEO

3. Further actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively transfer and assign to and vest in Assignee the Purchased Assets.
4. Execution in Counterparts. This Assignment may be executed in counterparts, including by facsimile, .pdf, or other electronic signature, each of which shall be deemed to be an original but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR

Industrial Acoustics Company, Inc.  
a Delaware Corporation

X Kenneth Trent

Name: *Kenneth*  
Title: *Trent*

*W.P. Americans*

ASSIGNEE


Sound Seal, Inc.  
a Delaware corporation

X \_\_\_\_\_

Name:  
Title:

**Schedule of Intellectual Property – Acquired Assets**

**I. REGISTERED TRADEMARKS – U.S. AND CANADA  
TO BE INCLUDED AS ACQUIRED ASSETS**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Reg. No</b>	<b>Class/Goods</b>
US Federal	<u>IAC THE STANDARD OF SILENCE</u> and Design  	Renewed March 5, 2008	845481	(Int'l Class: 016) printed matter- namely, data sheets, technical bulletins and reproductions of drawings, relating to noise control and acoustics
US Federal	<u>QUIET-VENT</u>	Renewed October 27, 1999	687050	(Int'l Class: 012) prefabricated sound elimination ducts which eliminate noise from air conditioning and ventilating systems
US Federal	<u>POWER- FLOW</u>	Renewed March 26, 2008	846676	(Int'l Class: 023) silencers-namely, gas and air stream silencers
US Federal	<u>QUIET- FLOW</u>	Renewed May 7, 2008	848655	(Int'l Class: 034) acoustic-thermal housings for air handling

Country	Trademark	Status	Reg. No	Class/Goods
				equipment-namely, fan plenums
US Federal	<u>QUIET-DUCT</u> (Stylized)  <b>Q<sub>UIET</sub>-DUCT</b>	Renewed May 13, 2008	661537	(Int'l Class: 012) prefabricated sound elimination ducts which eliminate noise from air conditioning and ventilating systems
US Federal	<u>NOISE-LOCK</u>	Renewed Principal Register - Sec. 2(F) June 18, 2008	850880	(Int'l Class: 012) structural members for noise insulated rooms-namely, panels, connecting corners and joints, doors, and windows
US Federal	<u>CONIC- FLOW</u> (Stylized)  <i>Conic-Flow</i>	Renewed January 8, 2013	743440	(Int'l Class: 034) silencers for use with air conditioning, heating and ventilating systems
US Federal	<u>MICRODYNE</u>	Renewed July 6,	1780289	(Int'l Class: 17) sound absorptive

Country	Trademark	Status	Reg. No	Class/Goods
		2013		materials for soundproofing of buildings and rooms
US Federal	<u>METADYNE</u>	Renewed December 14, 2013	1811540	(Int'l Class: 17) sound absorptive materials for soundproofing of buildings and rooms
US Federal	<u>TRACKWALL</u>	Renewed July 16, 2014	988234	(Int'l Class: 012) movable wall room dividers

**II. COMMON LAW TRADEMARKS – U.S. AND CANADA**

ACCU-TONE

ACCU-TONE 2



ACFI  
ACOUSTI-FLOTE  
ALL-CON QUIETLITE  
APR  
BIGH QUIETFLOW  
CAM LIFT  
CLEAN-FLOW  
CONTINULINE  
D-DUCT  
ENERGY-SAVER  
FIRE-NOISE-LOCK  
GEMINI  
GREEN DUCT SILENCERS  
HARDLINER  
H-JOINER  
LF-SILENCER  
MAXI-BOOTH  
MINI-BOOTH  
MINI-MAX  
252-MINI BOOTH  
254 MINI-BOOTH  
MODULINE  
MPR-MUSIC PRACTICE ROOM  
NOISE-FOIL  
NOISE-LOCK CEILING

NOISE-LOCK WINDOW  
NOISE-WINDOW WALL  
NOISHIELD  
NOISHIELD BARRIER  
NOISHIELD LOUVER  
NOISHIELD PANEL  
OASIS-ROOM  
PACKLESS SILENCERS  
SENTRY-SECURITY ROOM  
SLIM-SHIELD  
SPASAVER  
STACK INSERT SILENCER  
SUPER-NOISE LOCK  
ULTRA-PALS  
VARITONE  
VISIONWALL  
MAKING THE WORLD A QUIETER PLACE  
MODULINE  
IAC 4  
IAC  
IAC-AMERICA  
IAC ACOUSTICS

Logo:



**PATENTS**

<b>Patent No.</b>	<b>Assignee</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Title</b>
6,640,926	Industrial Acoustics Company, Inc.	Dec 29, 2000	Nov 4, 2003	ELBOW SILENCER
5,317,113	Industrial Acoustics Company, Inc.	July 1, 1992	May 19, 1994	ANECHOIC STRUCTURAL ELEMENTS AND CHAMBER

**III. COPYRIGHTS**

Name (NALL) <	Full Title	Copyright Number	Date
Industrial Acoustics Company	Duct silencers : guidelines for locating silencers relative to other system components : bull. 1.0301.3.	TX0000749167	1981
Industrial Acoustics Company	IAC vertical horizontal inclined Quiet-Flow air handling units : custom designed to meet your specifications : bull. 1.0003.0.	TX0000658845	1981
Industrial Acoustics Company, Inc.	All purpose instant room.	RE0000527362	1963
Industrial Acoustics Company, Inc.	"Clean-flow" quiet duct silencer for hospital and clean room applications : bull. 1.0301.2 : SDS 20.1.	TX0000553956	1975
Industrial Acoustics Company, Inc.	Conic-flow.	RE0000329930	1959
Industrial Acoustics Company, Inc.	Conic-Flow silencers with forward and reverse flow ratings, types Cs/Cl : bull. 1.0301.2 : SDS 5.1.	TX0000553955	1977
Industrial Acoustics Company, Inc.	Duct silencers featuring reverse and forward flow aeroacoustic ratings : bull. 1.0301.2, application manual.	TX0000553958	1973
Industrial Acoustics Company, Inc.	Duct silencers : noise control for air handling systems featuring new aero-acoustic ratings : bull. 1.0301.0, section 3.	TX0000767427	1966

Industrial Acoustics Company, Inc.	<u>For fan, speech, or neighborhood noise control, specify I A C, the standard of silence : bull. 1.0001.2.</u>	TX0000306023	1976
Industrial Acoustics Company, Inc.	<u>For fan, speech, or neighborhood noise control, specify I A C, the standard of silence : bull. no. 1.0001.1.</u>	TX0000306024	1970
Industrial Acoustics Company, Inc.	<u>IAC introduces new rating method for duct silencers : I A C bull. no. 1.0112.0.</u>	TX0000767426	1967
Industrial Acoustics Company, Inc.	<u>Mod-u-size.</u>	RE0000329931	1959
Industrial Acoustics Company, Inc.	<u>Quiet-duct silencers.</u>	RE0000315072	1958
Industrial Acoustics Company, Inc.	<u>Quiet-Duct silencers with forward and reverse flow ratings, type L : bull. 1.0301.2 : SDS 4.2.</u>	TX0000553957	1977
Industrial Acoustics Company, Inc.	<u>Quiet-Duct silencers with forward and reverse flow ratings, type Ml : bull. 1.0301.2 : SDS 3.2.</u>	TX0000553954	1977
Industrial Acoustics Company, Inc.	<u>Quiet-Duct silencers with forward and reverse flow ratings, type Ms : bull. 1.0301.3 : SDS 2.3.</u>	TX0000553953	1977
Industrial Acoustics Company, Inc.	<u>Quiet-Duct silencers with forward and reverse flow ratings, type S : bull. 1.0301.2 : SDS 1.2.</u>	TX0000553952	1977

**IV. DOMAINS**

**IACACOUSTICS.COM**

**INDUSTRIALACOUSTICS.COM**

**IACAMERICA.COM**

**V. SOCIAL MEDIA ACCOUNTS**

**Facebook** <https://www.facebook.com/iacacoustics/>

**SCHEDULE A**

**Wire Instructions**

**REDACTED**

{02171652; 3; 7442-3 }

10720042

**RECORDED: 01/11/2016**

**TRADEMARK  
REEL: 005706 FRAME: 0222**