

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369783

<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>
Paulaur Corporation		01/15/2016	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Colorcon, Inc.		
<b>Street Address:</b>	275 Ruth Road		
<b>City:</b>	Harleysville,		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19438		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86438096	PAULORBS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508134848		
<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>	6508134800		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	2440 W. El Camino Real		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Mountian View, CALIFORNIA 94040-1499		
<b>ATTORNEY DOCKET NUMBER:</b>	000358-141613		
<b>NAME OF SUBMITTER:</b>	Matthew A. Rothman		
<b>SIGNATURE:</b>	/Matthew A. Rothman/		
<b>DATE SIGNED:</b>	01/20/2016		
<b>Total Attachments: 5</b>			
source=2016-01-20 Colorcon - Assignment and Assumption of Trademark - Executed 01-15-2016#page1.tif			
source=2016-01-20 Colorcon - Assignment and Assumption of Trademark - Executed 01-15-2016#page2.tif			
source=2016-01-20 Colorcon - Assignment and Assumption of Trademark - Executed 01-15-2016#page3.tif			

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## **ASSIGNMENT AND ASSUMPTION OF TRADEMARK**

This Assignment and Assumption of Trademark, entered into as of January 15, 2016 (this “Assignment”), is made by and between Paulaur Corporation, a New Jersey corporation having a principal place at 105 Melrich Road, Cranbury, New Jersey 08512 (the “Assignor”) and Colorcon, Inc., a Pennsylvania corporation having a principal place of business at 275 Ruth Road, Harleysville, Pennsylvania 19438 (the “Assignee”). Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Assignor owns and has in its possession the trademark set forth on Exhibit A attached hereto and made a part hereof (the “Trademark”) that is being transferred to Assignee as of the date set forth below; and

WHEREAS, pursuant to Section 2.1 of that certain Asset Purchase Agreement dated as of the date hereof, by and between the Assignor and the Assignee (the “Purchase Agreement”), the Assignee is acquiring any and all rights, title and interest that the Assignor may have in and to the Trademark and all goodwill of the Product and Product Line, as such terms are defined in the Purchase Agreement, symbolized by such Trademark along with all rights of action, powers and benefits accruing to the Trademark, including without limitation, the right to sue and recover for damages and profits for past, present and future infringements thereof.

NOW THEREFORE, in consideration of the mutual premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor does hereby sell, convey, transfer, assign and deliver to the Assignee all of the Assignor’s right, title and interest in and to the Trademark and all goodwill of the business symbolized by such Trademark, along with all rights of action, powers and benefits accruing to the Trademark, including without limitation, the right to sue and recover for damages and profits for past, present and future infringements thereof, free and clear of all Liens (as defined in the Purchase Agreement), except as set forth on Schedule 3.11 of the Purchase Agreement, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by either the Assignor had this assignment not been made.

2. The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of the Assignor’s rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original (including facsimile or .pdf signatures) but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or .pdf signature shall be effective as delivery of a manually executed counterpart of this Agreement.

5. If any term or provision of this Assignment or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Assignment or the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any of the provisions contained in this Assignment shall for any reason be held to be excessively broad as to duration, scope, activity or subject, it shall be construed by limiting and reducing it, so as to be valid and enforceable to the extent compatible with the applicable law or the determination by a court of competent jurisdiction.

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, without regard to the conflicts of laws principles thereof. In addition, each of the parties hereto (a) consents to irrevocably submit itself to the personal jurisdiction of any court of the State of New Jersey and the federal courts of the United States of America located in the United States District Court for the District of New Jersey in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, (c) agrees that it will not bring any proceeding arising out of or relating to this Assignment or any of the transactions contemplated hereby in any court other than such courts sitting in the State of New Jersey and (d) irrevocably consents to process being served by any party to this Assignment in any legal proceeding by delivery of a copy thereof in accordance with the provisions of Section 7.3 of the Purchase Agreement.

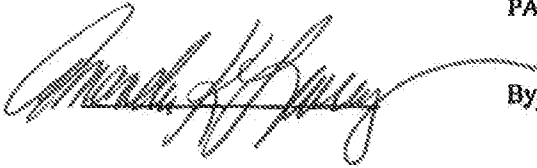
[Signature page follows]

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the date first above written.


WITNESS:

ASSIGNOR:

PALLAUR CORPORATION



By:

  
Mitchell Stefaniak, Vice President

WITNESS:

ASSIGNEE:

COLORCON, INC.

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: Craig Palumbo  
Title: Vice President Global Operations

[Signature Page to Assignment and Assumption of Trademark]

TRADEMARK  
REEL: 005712 FRAME: 0509

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the date first above written.

WITNESS:

ASSIGNOR:

PAULAIR CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Mitchell Stefaniak, Vice President

WITNESS:

ASSIGNEE:

COLORCON, INC.

\_\_\_\_\_

By:  \_\_\_\_\_  
Name: Craig Palumbo  
Title: Vice President Global Operations

**EXHIBIT A**

**TRADEMARK**

PAULORBS – U.S. Serial Number 86/438,096