

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3M Company		02/01/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hurricane Acquisition Corp.		
Street Address:	150 Dascomb Rd.		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1638890	FOAMPRO	
Registration Number:	4053356	INSUL-SEAL	
Registration Number:	2036001	POLYSET	
Registration Number:	3012101	POLYSET ONE	
Registration Number:	2121235	PROPACK	
Registration Number:	2443092	TITE-SET	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.198		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	02/01/2016		

OP \$165.00 1638890

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of February 1, 2016, is entered into by and between 3M Company, a Delaware corporation (“Seller”), and Hurricane Acquisition Corp., a Delaware corporation (“Buyer” and, together with Seller, the “Parties”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of January 18, 2016 (the “APA”), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver and cause the Selling Subsidiaries to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller and the Selling Subsidiaries, all of Seller’s and the Selling Subsidiaries’ right, title and interest in (including indirect and other forms of beneficial ownership), to and under the Transferred Assets and the Assumed Liabilities;

WHEREAS, this Agreement is an Ancillary Agreement contemplated by Section 2.7(b)(i)(C) and Section 2.7(b)(ii)(B) of the APA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, Buyer desires to purchase, acquire and accept, and Seller desires to sell, transfer, convey, assign and deliver to Buyer all right, title and interest in (including indirect and other forms of beneficial ownership), to and under the Trademarks identified in Appendix A hereto and any renewals and extensions thereof, together with all income, royalties, damages and payments due or payable to Seller or any Selling Subsidiary as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof) with respect to any of the foregoing, the right to sue and recover for past, present or future infringements or misappropriations thereof, rights to apply in Buyer’s or any Buyer Affiliate’s name in any or all countries of the world for Trademarks and other governmental grants or issuances of any kind related to any of the foregoing, and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. Seller does hereby sell, assign and transfer unto Buyer, its successors, assigns and other legal representatives, all right, title and interest in (including indirect and other forms of beneficial ownership), to, and under the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, including, without limiting the generality of the foregoing, the right to sue and collect any damage awards

in connection with the infringement thereof, proceeds, or royalties with respect thereto, all said rights to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for the Assigned Trademarks as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

2. Authorization. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other jurisdiction, to record Buyer as assignee and owner of the Assigned Trademarks, and to issue any and all trademarks, service marks or other governmental grants or issuances pertaining to any of the Assigned Trademarks in the name of Buyer, its successors, assigns or other legal representatives.

3. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE APA, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY.

4. General Provisions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. This Agreement, Appendix A hereto and the APA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

5. Governing Law; Jurisdiction and Venue. This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

Executed this 1st day of February, 2016

3M COMPANY

By: Ted Ringsted
Name: Ted Ringsted
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

APPENDIX A
ASSIGNED TRADEMARKS

Country	Trademark	Registration Number	Registration Date
United States	FOAMPRO	1638890	3/26/1991
United States	INSUL-SEAL	4053356	11/8/2011
Japan	POLYFOAM	4553774	3/22/2002
United States	POLYSET	2036001	2/4/1997
Taiwan	POLYSET	1377249	9/1/2009
United States	POLYSET ONE	3012101	11/1/2005
United States	PROPACK	2121235	12/16/1997
United States	TITE-SET	2443092	4/10/2001