

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemical Brothers International, LLC		03/04/2016	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Accella Polyurethane Systems LLC		
Street Address:	2500 Adie Road		
City:	Maryland Heights		
State/Country:	MISSOURI		
Postal Code:	63043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86067895	SEALTITE	
Registration Number:	4434034	THE RETROFIT FOAM	
Registration Number:	4173118	THE NO HEAT FOAM	
Registration Number:	4180287	RETROSPRAY	
Registration Number:	4180286	RETROSEAL	
Registration Number:	4309570	NATURESEAL	
Registration Number:	4180261	QUADFOAM	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	216.363.4677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H.Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	38336-12		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		

OP \$190.00 86067895

DATE SIGNED:	03/04/2016
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), effective as of March 4, 2016, is entered into by and between Chemical Brothers International, LLC, a Texas limited liability company, with a principal place of business 200 Industrial Boulevard, McKinney, Texas 75069 (“Assignor”), and Accella Polyurethane Systems LLC, a Delaware limited liability company with a principal place of business at 2500 Adie Road, Maryland Heights, Missouri 63043 (“Assignee”).

WHEREAS, Assignor owns all of the rights, title and interest in the trademarks listed on the attached Schedule A (the “Assigned Trademarks”);

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks and the goodwill associated therewith; and

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “Asset Purchase Agreement”), pursuant to which Assignee is acquiring various assets of Assignor, including the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby assign and transfer unto Assignee, Assignor’s entire and undivided right, title and interest in and to the Assigned Trademarks, together with all the associated goodwill of its business symbolized by the Assigned Trademarks, and all applications and registrations of the Assigned Trademarks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Assigned Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee’s own name and the names of Assignee’s successors, assigns or other legal representatives.

Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Assigned Trademarks as are reasonably requested by Assignee to effectuate the full and complete transfer of the Assigned Trademarks.

This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

This Assignment may be executed in counterparts, which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

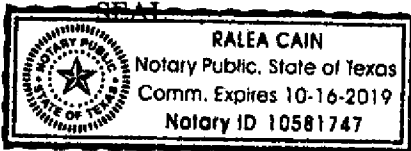
IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

CHEMICAL BROTHERS INTERNATIONAL,
LLC

By: [Signature]
Robert E. Jamieson President

STATE OF Texas)
COUNTY OF Dallas) ss:
)

On this 4th day of March, 2016, before me appeared Robert E. Jamieson, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Chemical Brothers International, LLC, with authority to do so.



[Signature]
Notary Public

My commission expires on: 10-16-19

[Signature Page to Trademark Assignment]

Assignor: Chemical Brothers International, LLC
Assignee: Accella Polyurethane Systems LLC

SCHEDULE A
ASSIGNED TRADEMARKS

Trademark	Filed	Serial No.	Reg. Date	Reg. No.
SEALTITE	9/8/13	86067895		
THE RETROFIT FOAM	2/25/11	85252137	11/12/13	4434034
THE NO HEAT FOAM	2/18/11	85246732	7/10/12	4173118
RETROSPRAY	1/17/11	85245419	9/13/11	4180287
RETROSEAL	2/17/11	85245408	7/24/12	4180286
NATURESEAL	1/28/11	85229259	3/26/13	4309570
QUADFOAM	1/28/11	85229214	7/24/12	4180261