## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM380677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dymotek Corporation		04/05/2016	Corporation: CONNECTICUT

### **RECEIVING PARTY DATA**

Name:	Watertite Products, Inc.	
Street Address:	500 Distribution Parkway	
City:	Collierville	
State/Country:	TENNESSEE	
Postal Code:	38017	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4184616	ROOF TOP BLOX

### CORRESPONDENCE DATA

Fax Number: 3102822200

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.

Phone: 310-282-2000 x2108 Email: efilings@loeb.com Correspondent Name: David W. Grace

Address Line 1: 10100 Santa Monica Boulevard Address Line 2: c/o Loeb & Loeb LLP, Suite 2200

Address Line 4: Los Angeles, CALIFORNIA 90067-4120

ATTORNEY DOCKET NUMBER:	211654-10036
NAME OF SUBMITTER:	David W. Grace
SIGNATURE:	/David W. Grace/
DATE SIGNED:	04/14/2016

### **Total Attachments: 4**

source=Dymotek Trademark Assignment#page1.tif source=Dymotek Trademark Assignment#page2.tif source=Dymotek Trademark Assignment#page3.tif source=Dymotek Trademark Assignment#page4.tif

> TRADEMARK REEL: 005771 FRAME: 0560

900361007

# ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made this 5th day of April, 2016, by Dymotek Corporation, a Connecticut corporation with its principal place of business at 7 Main Street, Ellington, CT 06029 ("Assignor"), to Watertite Products, Inc., a California corporation with its principal place of business at 500 Distribution Parkway, Collierville, TN 38017 ("Assignee").

### RECITAL

Assignor and Assignee are parties to an Asset Purchase Agreement dated as of April 5, 2016 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets of the Business, including without limitation the servicemarks, trademarks and trade names of Assignor related to the Business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing, to possession by the Assignee of, all such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications, and trade names used in the Business and listed on <u>Schedule A</u> annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignment of Servicemarks and Trademarks not been made.

TRADEMARK
REEL: 005771 FRAME: 0561

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be construed, governed by and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflicts of laws provisions.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Dymotek Corporation

Name: Steven R. Trueb

Title: President

State of Connecticut	)
	) ss.: Vernon
County of Tolland	)

On this  $5^{th}$  day of April, 2016, before me, Michael A. Bars, personally appeared Steven R. Trueb, President of Dymotek Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Michael A. Bars

Commissioner of Superior Court

### Schedule A

# DYMOTEK, INC. Schedule of Issued and Registrered Intellectual Properties

### Patent Properties

United States Patent No. 7,731,131 for "ROOF BLOCK," filed August 15, 2008, issued June 8, 2010. The first maintenance fee was paid; the normal period for paying the second maintenance fee is June 8, 2017 to December 8, 2017.

Canada Patent No. 2,675,158 for "ROOF BLOCK," filed August 7, 2009, issued October 23, 2012. The fifth maintenance fee has been paid; the next maintenance fee payment will be due by August 7, 2016.

No other patent application was filed on any Product (as defined), and there is no pertinent pending patent application.

### Trademark Properties

United States Trademark Registration No. 4,184,616 for ROOF TOP BLOX (including design features), registered August 7, 2012 (Section 8 Affidavit due in the period August 7, 2017 through August 7, 2018); FOR: "Building materials composed primarily of molded plastic bodies with block-like bases for use in an adjustable piping support system," in International Class 019.

Canada counterpart Trademark Application No. 1525315 was filed April 28, 2011, and was abandoned.

United States Trademark Application Serial No. 76/705, 184 for ROOF TOP BLOX (word only mark) was filed November 1, 2010, and Canada counterpart Trademark Application Serial No. 1,525, 314 was filed April 28, 2011; both applications were abandoned.

No other application for trademark registration was filed in connection with any Product, and there is no pending pertinent trademark application. Apart from the marks that are or were the subject of the foregoing registration and applications, no word, phrase, logo, other graphic symbol, trade name, or trade dress is believed to have had trademark significance when used in connection with any Product.

TRADEMARK
REEL: 005771 FRAME: 0564

**RECORDED: 04/14/2016**