

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Chemicals, LLC		04/29/2016	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Maroon Group, LLC		
Street Address:	1390 Jaycox Road		
City:	Avon		
State/Country:	OHIO		
Postal Code:	44011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3408590	U.S. CHEMICALS	
Registration Number:	4688265	U.S. CHEMICALS, LLC	
Registration Number:	4688213	U.S. CHEMICALS, LLC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbraibanti@paulweiss.com		
Correspondent Name:	Jill Braibanti		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Jill Braibanti		
SIGNATURE:	/Jill Braibanti/		
DATE SIGNED:	05/04/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 29, 2016, is made by and between U.S. Chemicals, LLC, a Connecticut limited liability company (the "Assignor") and Maroon Group, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, the Assignee, and the Stockholders (as defined therein) entered into that certain Asset Purchase Agreement, dated as of April 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment □ The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (e) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee as its true and lawful attorney, with full power of substitution, in the Assignor's name, but on behalf of and for the benefit of the Assignee to: (a) carry out the terms of this Agreement and to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, (b) demand and receive from time to time any and all of the Trademarks and to make endorsements and give receipts and releases for and in respect of the same and any part thereof, (c) institute, prosecute, compromise and settle any and all actions or proceedings that the Assignee may deem proper in order to collect, assert or

enforce any claim, right or title of any kind in or to the Trademarks, and (d) defend or compromise any or all actions or proceedings in respect of any of the Trademarks. The Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by the Assignor in any manner or for any reason.

Section 3. Applicable Law, Jurisdiction and Venue□ This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflicts of laws provisions therein. The parties hereto further agree and consent that jurisdiction and venue for any action brought related to or arising out of this Agreement shall be the Chancery Court of the State of Delaware, and if the Chancery Court of the State of Delaware denies jurisdiction (each party hereby agreeing not to challenge the jurisdiction of the Chancery Court of Delaware or appropriateness of such venue) then the other state courts or the Federal courts located in the State of Delaware.

Section 4. Counterparts□ This Agreement may be signed in counterparts, none of which shall be deemed to be binding unless and until all parties have signed this Agreement. Facsimile or portable document format (PDF) signatures shall be treated as original signatures for all purposes hereunder.

[No Further Text on This Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNEE:

MAROON GROUP, LLC

By: ME Reichard
Name: Mark E. Reichard
Title: President and Chief Executive Officer

ASSIGNOR:

U.S. CHEMICALS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNEE:

MAROON GROUP, LLC

By: _____
Name: Mark E. Reichard
Title: President and Chief Executive Officer

ASSIGNOR:

U.S. CHEMICALS, LLC

By:  _____
Name: Carol Piccaro
Title: President

[Signature Page to Trademark Assignment Agreement]

Schedule 1

Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration No.	Registration Date	Int'l Classes	Owner
U.S. Chemicals	U.S. Federal	3,408,590	April 8, 2008	1, 35	U.S. Chemicals, LLC
<u>U.S. CHEMICALS, LLC</u>	U.S. Federal	4,688,265	February 17, 2015	1, 35	U.S. Chemicals, LLC
<u>U.S. CHEMICALS, LLC</u>	U.S. Federal	4,688,213	February 17, 2015	1, 35	U.S. Chemicals, LLC

[Schedule 1 to Trademark Assignment Agreement]