

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Technology, LLC		04/11/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	National Paint Industries Inc.		
Street Address:	1999 Elizabeth Street		
City:	North Brunswick Township		
State/Country:	NEW JERSEY		
Postal Code:	08902		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2689933	PRECISION	
Registration Number:	2996388	EASY COAT	
Registration Number:	3014451	ATLANTIS	
Registration Number:	4760193	NAUTILUS	
Registration Number:	2993421	SMOOTH SEAL	
Registration Number:	2842812	SWEDISH CROWN	
Registration Number:	2842813	NEPTUNE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Alexander Garcia		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, ILLINOIS 98101		
ATTORNEY DOCKET NUMBER:	120373-4000		
NAME OF SUBMITTER:	Alexander J.A. Garcia		
SIGNATURE:	/Alexander Garcia/		

OP \$190.00 2689933

DATE SIGNED:	05/10/2016
---------------------	------------

Total Attachments: 4

- source=Precision - IP Assignment (Execution Version).pdf1#page1.tif
- source=Precision - IP Assignment (Execution Version).pdf1#page2.tif
- source=Precision - IP Assignment (Execution Version).pdf1#page3.tif
- source=Precision - IP Assignment (Execution Version).pdf1#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT and the schedules and exhibits attached hereto (this "Assignment"), dated April 11, 2016 (the "Effective Date"), is made by and between National Paint Industries Inc., a New Jersey corporation ("Purchaser"), and Precision Technology, LLC, a Tennessee limited liability company (the "Seller"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Purchaser, the Seller and the other parties thereto.

WHEREAS, in accordance with the terms of the Purchase Agreement, the Purchaser is purchasing and assuming from the Seller certain assets and liabilities (the "Transaction"), including certain Intellectual Property (as defined in the Purchase Agreement); and,

WHEREAS, to induce the Purchaser to consummate the Transaction, and as an express condition thereto, the Purchaser has required the execution and delivery of this Assignment by the Seller;

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Assignment, the following terms will have the meanings specified below:

"Copyrights" means all works of authorship, copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith (including any moral and economic rights, however denominated), the content and information contained in any websites which are used in or related to the formulation, production, manufacture, and sale of the Assets, including, but not limited to, copyrights listed or described on Schedule A.

"Domain Names" means domain names, uniform resource locators and other names and locators associated with the Internet, all URLs, including applications and registrations thereof, which are used in or related to the formulation, production, manufacture, and sale of the Assets, including, but not limited to, domain names listed or described on Schedule B.

"Intellectual Property" means, collectively, all Intellectual Property Rights and Technology.

"Intellectual Property Rights" means collectively any and all rights (anywhere in the world, whether statutory, common law or otherwise) with respect to: (a) Copyrights; (b) Domain Names; (c) Patents; (d) Technology; (e) Trademarks; (f) all mask works and all applications, registrations, and renewals in connection therewith; (g) rights of privacy or publicity; (h) all industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; (i) all databases and data collections and all rights therein throughout the world; (j) all moral and economic rights of

Exhibit A

Trademark Assignment

WHEREAS, Precision Technology, LLC, a Tennessee limited liability company (“Assignor”), is the owner of the trademarks and trademark registrations described on Schedule A-1 hereto (the “Trademarks”); and,

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignor and National Paint Industries Inc., a New Jersey corporation with an address of 1999 Elizabeth St., North Brunswick, NJ 08902 (“Purchaser”), Assignor has agreed to assign to Purchaser all of Assignor’s right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

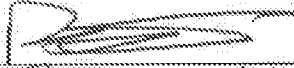
1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Purchaser, its successors and assigns, Assignor’s entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor’s business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment shall be governed by and construed in accordance with the laws of Delaware without reference to principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date shown above.

Precision Technology, LLC

By: 
Name: Ronald L. Trostman
Title: Manager, Precision

[Signature page to Trademark Assignment]

Schedule A-1

Trademarks

Trademark	Owner	Jurisdiction	App. No.	Reg. No.	Goods
PRECISION	Precision Technology LLC	U.S.	76203562	2689933	Class 2: Wood floor finishes, namely clear protective varnishes
EASY COAT	Precision Technology LLC	U.S.	76530040	2996388	Class 2: Wood floor finishes, namely, clear protective varnishes
ATLANTIS	Precision Technology LLC	U.S.	76530039	3014451	Class 2: Wood floor finishes, namely, clear protective varnishes
NAUTILUS	Precision Technology LLC	U.S.	86445235	4760193	Class 2: Floor coatings
SMOOTHSEAL	Precision Technology LLC	U.S.	76530018	2993421	Class 2: Wood floor finishes, namely, clear protective varnishes
SWEDISH CROWN	Precision Technology LLC	U.S.	76530033	2842812	Class 2: Wood floor finishes, namely, clear protective varnishes
NEPTUNE	Precision Technology LLC	U.S.	76530038	2842813	Class 2: Wood floor finishes, namely, clear protective varnishes

Common Law Trademarks

PRECISION TECHNOLOGY (Unregistered)