

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Campbell		05/09/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Justrite Manufacturing Company, L.L.C.		
Street Address:	2454 E. Dempster Street		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4778843	AEROSOLV360	
Registration Number:	4675253	AEROSOLV	
Registration Number:	1749846	AEROSOLV	
Registration Number:	2020901	PROSOLV	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927628		
Email:	lrand@fredlaw.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	200 S. 6th Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Leigh Rand		
SIGNATURE:	/Leigh Rand/		
DATE SIGNED:	05/19/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 9, 2016, by Michael Campbell, an individual ("Assignor"), in favor of Justrite Manufacturing Company, L.L.C., a Delaware limited liability company ("Assignee").

Pursuant to an Asset Purchase Agreement dated May 9, 2016 (the "Purchase Agreement"), Assignor has assigned to Assignee, among other assets, the trademarks and trademark registrations set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

Michael Campbell

By:  _____

AGREED TO AND ACCEPTED:

Assignee:

Justrite Manufacturing Company,
LLC.

By: _____

Name: Mark McElhinny

Its: Chief Executive Officer and
President

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

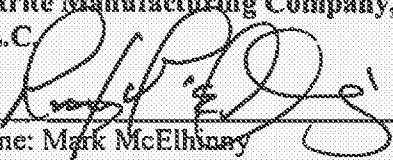
Michael Campbell

By:

AGREED TO AND ACCEPTED:

Assignee:

Justrite Manufacturing Company,
L.L.C.

By: 

Name: Mark McElhinney
Its: Chief Executive Officer and
President

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Trademark	Reg. No.	Reg. Date	Country
Aerosolv 360	Reg 4778843	Reg 21-JUL-2015	U.S.
Aerosolv	Reg 4675253	Reg 20-JAN-2015	U.S.
<i>aerosolv</i>	Reg 1749846	Reg 02-FEB-1993	U.S.
Prosolv	Reg 2020901	Reg 03-DEC-1996	U.S.