

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Axion International Holdings, Inc.		05/29/2016	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Axion Structural Innovations LLC		
<b>Street Address:</b>	5515 Security Lane		
<b>Internal Address:</b>	Suite 1115		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20852		
<b>Entity Type:</b>	Limited Liability Company: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85389120	STRUXURE	
<b>Serial Number:</b>	85389117	ECOTRAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3013548156		
<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>			
<b>Phone:</b>	301-838-3256		
<b>Email:</b>	jsavitz@steinsperling.com		
<b>Correspondent Name:</b>	Jordan Savitz		
<b>Address Line 1:</b>	25 West Middle Lane		
<b>Address Line 4:</b>	Rockville, MARYLAND 20850		
<b>NAME OF SUBMITTER:</b>	Jordan Savitz		
<b>SIGNATURE:</b>	/jordan savitz/		
<b>DATE SIGNED:</b>	08/02/2016		
<b>Total Attachments: 4</b>			
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**AXION STRUCTURAL INNOVATIONS LLC**

**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made as of the 29<sup>th</sup> day of May, 2016, by and between Axion International Holdings, Inc., a Colorado corporation ("Holdings"), Axion International, Inc., a Delaware corporation ("International") and Axion Recycled Plastics Incorporated, an Ohio corporation ("Plastics") (Holdings, International and Plastics are referred to collectively herein as "Assignor"), and Axion Structural Innovations LLC, a Maryland limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to assign and Assignee has agreed to assume the Intellectual Property of Assignor under the terms and conditions set forth in the Purchase Agreement;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, Assignor wishes to sell and assign, and Assignee wishes to purchase and assume, those Intellectual Property Assets and Intellectual Property Licenses as contemplated in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and delivers, free and clear of all Encumbrances, to Assignee, and Assignee hereby accepts, all right, title and interest in, to and under the Intellectual Property Assets and Intellectual Property Licenses, including any renewals, extensions, divisionals and continuations thereof, and in and to all causes of action, either in law or in equity for past, present or future infringement or other violations thereof, and 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 in and to all rights corresponding to the foregoing throughout the world.
2. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary, at the sole cost and expense of the Assignor, to effectuate the transfer of the Intellectual Property Assets and Intellectual Property Licenses to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of Assignor, at any time and from time to time, to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, monies, claims and choses in action of every kind and description arising out of, incident to or in connection with the rights transferred to Assignee hereby, or any one of them, and upon the same or any part thereof to make acquittance or other discharge with

respect thereto, and generally from time to time to make, execute, do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as Assignor could do or might have done.

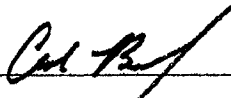
3. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment shall be governed by and construed in accordance with the Law of the State of Maryland applicable to agreements made and to be performed in Maryland.
5. This Assignment may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

*Signature page to follow.*

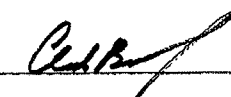
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:


AXION HOLDINGS, INC.

By   
Name: CLAUDE BROWN, JR.  
Title: CEO

AXION INTERNATIONAL, INC.

By   
Name: CLAUDE BROWN, JR.  
Title: CEO

AXION RECYCLED PLASTICS  
INCORPORATED

By   
Name: CLAUDE BROWN, JR.  
Title: CEO

ASSIGNEE:

AXION STRUCTURAL  
INNOVATIONS LLC

By: Structural Plastics Management  
Corp.  
Title: Managing Member

By \_\_\_\_\_  
Name: Allen Kronstadt  
Title: President

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.

**ASSIGNOR:**

**AXION HOLDINGS, INC.**

By \_\_\_\_\_

Name:

Title:

**AXION INTERNATIONAL, INC.**

By \_\_\_\_\_

Name:

Title:

**AXION RECYCLED PLASTICS  
INCORPORATED**

By \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**AXION STRUCTURAL  
INNOVATIONS LLC**

By: Structural Plastics Management  
Corp.

Title: Managing Member

By 

Name: Allen Kronstadt

Title: President