

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401179

<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>
Dedoes Industries, Inc.		10/05/2016	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dedoes Manufacturing LLC		
<b>Street Address:</b>	1060 W. West Maple Road		
<b>City:</b>	Walled Lake		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48390		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1484027	CYCLONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122363241		
<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>	3128991663		
<b>Email:</b>	jgracz@gouldratner.com		
<b>Correspondent Name:</b>	Julie A. Gracz		
<b>Address Line 1:</b>	222 N. LaSalle Street		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Julie A. Gracz		
<b>SIGNATURE:</b>	/Julie A. Gracz/		
<b>DATE SIGNED:</b>	10/06/2016		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement"), dated as of October 5, 2016 (the "Effective Date"), is by and between Dedoes Industries, Inc., a Michigan corporation (the "Seller" or a "Party"), and Dedoes Manufacturing LLC, a Delaware limited liability company (the "Purchaser" or a "Party," and together with Seller, the "Parties").

WHEREAS, Purchaser, Seller and certain other Persons not parties to this Agreement are parties to that certain Asset Purchase Agreement, dated October 5, 2016 (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement), pursuant to which, among other things, Seller has agreed to sell, transfer, assign and convey (or cause to be sold, transferred, assigned and conveyed) to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets;

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Seller is willing to assign all rights it may have in and to certain intellectual property used by Seller on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Purchaser, Seller and Purchaser agree as follows:

### 1. Assignment.

(a) Effective as of the Effective Time, Seller hereby irrevocably sells, transfers, assigns, sets over and conveys to Purchaser, its successors and assigns, all of Seller's right, title and interest, legal and equitable, in and to (in the United States and all foreign countries) all work and all intellectual property rights relating to the Business to the extent owned by Seller, including without limitation all inventions, improvements, original works of authorship, designs, drawings, patterns, images, samples, proprietary information, designs, processes, manufacturing techniques, trade secrets, customer lists, supplier lists, ideas or copyrightable works and all patent, trade secret, copyright rights (including moral rights), domain names, trademark rights, trade dress rights and all goodwill associated therewith, any trademark, service mark or trade dress confusingly similar to any of the foregoing, and all other intellectual property and proprietary rights in any of the foregoing (collectively, the "Intellectual Property"). Seller further hereby sells, transfers, assigns, sets over and conveys to Purchaser, its successors and assigns, all of Seller's right to file patent, copyright and trademark applications in the United States and throughout the world for the Intellectual

Property in the name of Purchaser, its successors and assigns. Seller further hereby sells, transfers, assigns, sets over and conveys to Purchaser, and Purchaser's successors and assigns, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

(b) All registered patents and patent applications included in the forgoing assignment are listed on Schedule 1 attached hereto. All registered trademarks, trade names and trademark applications included in the foregoing assignment are listed on Schedule 2 attached hereto. All currently effective registered copyrights and copyright applications included in the foregoing assignment are included in Schedule 3 attached hereto.

2. **Covenant.** Seller shall provide Purchaser with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1 of this Agreement, including, without limitation, upon request by Purchaser to execute any further documents or instruments reasonably necessary to carry out the purposes or intent of this Agreement; provided that Seller shall not be required to incur out of pocket expenses in the performance of such assistance. Seller shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property.

3. **Purchase Agreement Controls.** Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, limit or otherwise affect in any way the terms or provisions of the Purchase Agreement or to constitute a waiver or release by Seller or Purchaser of, or to otherwise affect, any liabilities, duties, limitations, acknowledgments or obligations imposed upon either of them by the terms of the Purchase Agreement, including, without limitation, the representations and warranties, limitations, acknowledgments and other provisions that the Purchase Agreement provides shall survive the date hereof. To the extent that any provision of this instrument conflicts or is inconsistent with the terms or provisions of the Purchase Agreement, the Purchase Agreement will govern and control and the superseded term or provision hereof shall be of no force or effect whatsoever.

4. **No Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than Seller and Purchaser and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be binding upon, and for the sole and exclusive benefit of, Seller and Purchaser and their respective successors and assigns.

5. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Michigan (the "State"), without giving effect to any choice of law or conflict of law provision (whether of the State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State. This Agreement, together with the Purchase Agreement, represents the entire agreement between the Parties with respect to the assignment of the Intellectual Property by Seller and may be modified or amended only by a writing signed by both Parties that specifically mentions this Agreement. This Agreement may be executed in counterparts each of which when executed and delivered shall constitute an

original but both such counterparts together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic exchange bearing copies of a Party's signature shall constitute valid and binding execution and delivery by such Party. Such facsimile or electronic copies shall constitute enforceable original documents.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on the Closing Date effective as of the Effective Time.

DEDOES INDUSTRIES, INC., a  
Michigan corporation

By: Nancy J. Amberger  
Nancy J. Amberger  
Chairman

DEDOES MANUFACTURING LLC, a  
Delaware limited liability company

By: John C. Lorentzen  
John C. Lorentzen  
Chairman

[BL AA 457825-4]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on the Closing Date effective as of the Effective Time.

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By: \_\_\_\_\_  
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DEDOES MANUFACTURING LLC, a  
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By:   
John C. Lorentzen  
Chairman

[BL AA: 457825-4]

**SCHEDULE I**

**Patents and Patent Applications**

**Patents**

<b>COUNTRY</b>	<b>SUBJECT</b>	<b>APPLICATION</b>	<b>PATENT</b>	<b>STATUS</b>
United States	DRIVE MEMBER FOR AUTOMATIC PAINT STIRRING EQUIPMENT File Type: Patent	09/153,516 9/15/1998	5,988,868 11/23/1999	ISSUED
United States	FRAME FOR AUTOMATIC PAINT STIRRING EQUIPMENT File Type: Patent	09/153,517 9/15/1998	5,904,420 5/18/1999	ISSUED
United States	AUTOMATIC PAINT STIRRING EQUIPMENT WITH IMPROVED DRIVING MEANS File Type: Patent	09/153,518 9/15/1998	5,947,598 9/7/1999	ISSUED
United States	PAINT CAN COVER ASSEMBLY WITH IMPROVED LOCKING MEANS File Type: Patent	10/651,270 8/28/2003	7,540,652 6/2/2009	ISSUED
Australia	PAINT CAN COVER ASSEMBLY WITH IMPROVED LOCKING MEANS File Type: Foreign Patent	2004-205305 8/30/2004	2004205305 2/18/2010	ISSUED
China	PAINT CAN COVER ASSEMBLY WITH IMPROVED LOCKING MEANS File Type: Foreign Patent	CN1765710A.2 10/27/2004	CN200410087960.2 4/30/2008	ISSUED
Japan	PAINT CAN COVER ASSEMBLY WITH IMPROVED LOCKING MEANS File Type: Foreign Patent	2004-282732 8/30/2004	4323403 9/2/2009	ISSUED
United States	COVER ASSEMBLY FOR A PAINT CAN HAVING AN IMPROVED SEAL File Type: Patent	10/910,133 8/3/2004	7,431,183 10/7/2008	ISSUED
United States	STIRRING DEVICE FOR A PAINT POT, WITH MODIFIABLE FUNCTIONS, IN A PLASTIC MATERIAL File Type: Patent	11/355,422 2/16/2006	7,607,820 10/27/2009	ISSUED
United States	PAINT CAN DISPENSER File Type: Patent	12/685,122 1/11/2010	8,434,649 5/7/2013	ISSUED
United States	PAINT FORMULATION AND DISPENSING APPARATUS File Type: Patent	13/196,310 8/2/2011	8,813,793 8/26/2014	ISSUED
United States	SPOUT ADAPTER SYSTEM File Type: Patent	13/222,038 8/31/2011	8,567,648 10/29/2013	ISSUED
United States	PAINT DISPENSING APPARATUS File Type: Patent	14/548,761 11/20/2014	9,393,536 7/19/2016	ISSUED



Patent Applications

Country	Patent Title	Patent No.	Patent Date	Patent Type
Canada	PAINT FORMULATION AND DISPENSING APPARATUS File Type: Foreign Patent	2,842,371	8/2/2012	Canada
Europe	PAINT FORMULATION AND DISPENSING APPARATUS File Type: Foreign Patent	12820166.2	8/2/2012	Europe
PCT	PAINT DISPENSING APPARATUS File Type: Foreign Patent	PCT/US2015/061804	11/20/2015	PCT

SCHEDULE 2

Trademarks and Trademark Applications

Registered Trademarks

Owner	Registered Trademark	Registration Number	Property Covered	Date of Registration	Country of Registration
Dedoes Manufacturing LLC	CYCLONE	1484027	Paint mixing and shaking machines	04/12/1988	USA

SCHEDULE 3

Copyrights

None.

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