

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/28/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Thermoplastic Company		11/15/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	EBSCO Industries, Inc.		
Street Address:	5724 Highway 280 East		
Internal Address:	Legal Services		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3539140	BINDERS.COM	
Registration Number:	2038542	FOUR POINT PRODUCTS	
Registration Number:	1244407	AT	
CORRESPONDENCE DATA			
Fax Number:	2059814046		
<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:	205-408-4895		
Email:	wdimon@ebSCO.com		
Correspondent Name:	Wanda Dimon		
Address Line 1:	PO Box 1943		
Address Line 2:	Legal Services		
Address Line 4:	Birmingham, ALABAMA 35201		
NAME OF SUBMITTER:	Wanda Dimon		
SIGNATURE:	/wd/		
DATE SIGNED:	11/16/2016		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") dated as of November 15, 2016, is made by American Thermoplastic Company, a Pennsylvania corporation ("Seller"), in favor of EBSCO Industries, Inc. ("Buyer"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Seller and Buyer dated as of October 28, 2013 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office:

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations set forth on Schedule I hereto and all issuances, extensions, and renewals thereof;
 - (b) all rights of any kind whatsoever of Seller 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, dilution, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

American Thermoplastic Company

By: 

Steven Silberman

Title: Shareholder

SCHEDULE 1
TRADEMARKS

TRADEMARK	REGISTRATION #	REGISTRATION DATE
BINDERS.COM	3539140	11/25/2008
FOUR POINT PRODUCTS	2038542	2/18/1997
AT (stylized)	1244407	7/5/1983