

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412296

<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>
Rock-Tred II, LLC		01/13/2017	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICP Construction, Inc.		
<b>Street Address:</b>	150 Dascomb Rd.		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3619435	TREDSTONE	
<b>Registration Number:</b>	3069934	BAG-PAK	
<b>Registration Number:</b>	2334204	TERRAZZO-ROCK	
<b>Registration Number:</b>	2315297	CONDUROC	
<b>Registration Number:</b>	2291377	AGUA-ROCK	
<b>Registration Number:</b>	2057443	ELASTI-POXI	
<b>Registration Number:</b>	1860211	NOVO-POXI	
<b>Registration Number:</b>	1717384	ROCK-SOLV	
<b>Registration Number:</b>	1706161	ROCK-POWER	
<b>Registration Number:</b>	1701276	CRACK'N PATCH	
<b>Registration Number:</b>	1430261	ROCK TRED	
<b>Registration Number:</b>	1155205	PERMERAL	
<b>Registration Number:</b>	1103896	POXI-ROCK	
<b>Registration Number:</b>	0615110	PENETRED	
<b>Registration Number:</b>	0428547	CHEM-ROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3619435

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-863-7267  
**Email:** jaclyn.digrande@goldbergkohn.com  
**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6492.198
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	01/13/2017

**Total Attachments: 5**  
source=Rock-Tred Trademark Assignment#page1.tif  
source=Rock-Tred Trademark Assignment#page2.tif  
source=Rock-Tred Trademark Assignment#page3.tif  
source=Rock-Tred Trademark Assignment#page4.tif  
source=Rock-Tred Trademark Assignment#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 13, 2017, by Rock-Tred II, LLC, an Illinois limited liability company ("Seller"), in favor of ICP Construction, Inc., a Massachusetts corporation ("Purchaser").

Pursuant to an Asset Purchase and Contribution Agreement by and among Seller, Purchaser and certain other parties named therein, dated of even date herewith (the "Purchase Agreement"), Seller has agreed to assign to Purchaser, among other assets, the trademarks and trademark applications 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, Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller'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 applications set forth on Exhibit A hereto, and all registrations, 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 to Seller with respect to any and all of the foregoing; and

(d) any and all claims and causes of action of Seller 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. Seller 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 Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, 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, the parties have executed this instrument as of the date first written above.

Seller:

Rock-Tred H, LLC

By: [Signature]  
Name: Christopher O'Brien  
Its: President

Subscribed to and sworn to before me this 11<sup>th</sup> day of JANUARY, 2017.

[Signature]  
Notary Public



Notary Seal

AGREED TO AND ACCEPTED:

Purchaser:

ICP Construction, Inc.

By: \_\_\_\_\_  
Name: Douglas Mattscheck  
Its: President

Subscribed to and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

Notary Seal

*{Signature Page to Trademark Assignment}*

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

**Seller:**

Rock-Tred II, LLC

By: \_\_\_\_\_

Name: Christopher O'Brien

Its: President

Subscribed to and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

Notary Seal

**AGREED TO AND ACCEPTED:**

**Purchaser:**

ICP Construction, Inc.

By: 

Name: Douglas Mattscheck

Its: President

Subscribed to and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

Notary Seal

*{Signature Page to Trademark Assignment}*

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

1. Common law trademark/servicemark: ROCK-TRED
2. All otherwise unidentified common law trademarks/servicemarks for Rock-Tred products
3. The following trademarks:

<b>Trademark</b>	<b>Serial/Reg. No</b>	<b>Filing/Reg. Date</b>	<b>Country</b>	<b>Owner</b>
TREDSTONE	App 78664054 Reg 3619435	App 05-JUL-2005 Reg 12-MAY-2009	U.S.	ROCK-TRED II, LLC
BAG-PAK	App 76628526 Reg 3069934	App 19-JAN-2005 Reg 21-MAR-2006	U.S.	ROCK-TRED II, LLC
TERRAZZO-ROCK	App 75369347 Reg 2334204	App 07-OCT-1997 Reg 28-MAR-2000	U.S.	ROCK-TRED II, LLC
CONDUROC	App 75369491 Reg 2315297	App 07-OCT-1997 Reg 08-FEB-2000	U.S.	ROCK-TRED II, LLC
AGUA-ROCK	App 75284508 Reg 2291377	App 01-MAY-1997 Reg 09-NOV-1999	U.S.	ROCK-TRED II, LLC
ELASTI-POXI	App 75121371 Reg 2057443	App 07-JUN-1996 Reg 29-APR-1997	U.S.	ROCK-TRED II, LLC
NOVO-POXI	App 74405989 Reg 1860211	App 22-JUN-1993 Reg 25-OCT-1994	U.S.	ROCK-TRED II, LLC
ROCK-SOLV	App 74206626 Reg 1717384	App 25-SEP-1991 Reg 22-SEP-1992	U.S.	ROCK-TRED II, LLC
ROCK-POWER	App 74206642 Reg 1706161	App 25-SEP-1991 Reg 11-AUG-1992	U.S.	ROCK-TRED II, LLC
CRACK'N PATCH	App 74206643 Reg 1701276	App 25-SEP-1991 Reg 21-JUL-1992	U.S.	ROCK-TRED II, LLC
ROCK TRED 	App 73603412 Reg 1430261	App 06-JUN-1986 Reg 24-FEB-1987	U.S.	ROCK-TRED II, LLC
PERMERAL	App 73231649 Reg 1155205	App 17-SEP-1979 Reg 26-MAY-1981	U.S.	ROCK-TRED II, LLC
POXI-ROCK	App 73139081 Reg 1103896	App 29-AUG-1977 Reg 10-OCT-1978	U.S.	ROCK-TRED II, LLC
PENETRED	App 71682483 Reg 0615110	App 28-FEB-1955 Reg 01-NOV-1955	U.S.	ROCK-TRED II, LLC
CHEM-ROCK 	App 71503600 Reg 0428547	App 10-JUN-1946 Reg 25-MAR-1947	U.S.	ROCK-TRED II, LLC