

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412841

<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>
American Foam Technologies, Inc.		11/01/2016	Corporation: WEST VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smithers-Oasis Company		
<b>Street Address:</b>	295 S. Water Street		
<b>Internal Address:</b>	Suite 201		
<b>City:</b>	Kent		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44240		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4128441	ULTRA FOAM	
<b>Registration Number:</b>	2235921	THERMO-COR	
<b>Registration Number:</b>	3065245	BALSA-FOAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3308675290		
<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>	330 836 2116		
<b>Email:</b>	sapetrosky@aol.com		
<b>Correspondent Name:</b>	Sylvia A. Petrosky, Attorney at Law		
<b>Address Line 1:</b>	2273 Smith Road		
<b>Address Line 4:</b>	Akron, OHIO 44333		
<b>NAME OF SUBMITTER:</b>	Sylvia A. Petrosky		
<b>SIGNATURE:</b>	/Sylvia A. Petrosky/		
<b>DATE SIGNED:</b>	01/19/2017		
<b>Total Attachments: 3</b>			
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OP \$90.00 4128441



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of November 1, 2016, by and between SMITHERS-OASIS COMPANY, an Ohio corporation, with an address of 295 South Water Street, Suite 201, Kent, Ohio 44240 ("Assignee"), and AMERICAN FOAM TECHNOLOGIES, INC., a West Virginia corporation, with an address of 473 McLoughlin Lane, Maxwelton, WV 24957 ("Assignor").

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

1. Assignor hereby sells, transfers, and assigns to Assignee and its successors and assigns, all right, title, and interest held by Assignor in and to the trademarks identified on Exhibit A throughout the world, together with all the goodwill symbolized thereby and the business associated therewith, which business is ongoing and existing; all trademark registrations and applications, renewals and extensions thereof, that are or may be secured under the laws of the United States and all foreign countries; and the right to sue for infringement of the trademarks. All of the foregoing shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. 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, upon Assignee's reasonable request, 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 reasonably necessary to effect, evidence, or perfect the assignment of the assigned trademarks to Assignee, or any assignee or successor thereto.
3. This Assignment must be interpreted, construed, and governed by the laws of the State of Ohio, without regard to its conflict of laws principles. If any Party hereto commences a lawsuit or other Proceeding arising from this Agreement, the Parties hereto agree that the federal and state courts having jurisdiction over Portage County, Ohio shall have the sole and exclusive jurisdiction over any such proceeding. Any such courts specified herein shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein, and agree to accept service of process to vest personal jurisdiction over them in any of these courts. Furthermore, the parties hereby agree to waive any rights they may have to jury trial in any such a proceeding.
4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.


**ASSIGNEE:**

**SMITHERS-OASIS COMPANY**

  
Name: James M. Still  
Title: Chief Financial Officer

**ASSIGNOR:**

**AMERICAN FOAM TECHNOLOGIES, INC.**

  
Name: William P. Larson  
Title: President

Signature Page  
Trademark Assignment

010-8267-2545//AMERICAS

**TRADEMARK**  
**REEL: 005968 FRAME: 0428**

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

**Trademarks**

<b>Trademark Status</b>	<b>Country</b>	<b>Trademark Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
Registered - Active	US	ULTRA FOAM	4128441	04/17/2012
Registered - Active	US	ULTRA WET	1418388	11/25/1986
Registered - Active	US	THERMO-COR	2235921	03/30/1999
Registered - Active	US	BALSA-FOAM	3065245	03/07/2006
Registered - Active	US	BASIC-FOAM	3789846	05/18/2010
Registered - Expired	US	KOLORKUBES	2765876	09/16/2003
Registered - Expired	US	KOLORBRICKS	2782681	11/11/2003
Registered - Expired	US	ULTRA*FOAM	2413680	12/19/2000

*W. J. [Signature]*  
11/3/2016

Exhibit A