

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compass Chemical International, LLC		12/30/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Italmatch USA Corporation		
Street Address:	5544 Oakdale Road SE		
City:	Smyrna		
State/Country:	GEORGIA		
Postal Code:	30082		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4743428	MAYOQUEST	
Registration Number:	4743429	MAYOSPERSE	
CORRESPONDENCE DATA			
Fax Number:	4042147979		
<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:	404-685-4279		
Email:	pkustos@burr.com		
Correspondent Name:	Chester J. Hosch		
Address Line 1:	171 Seventeenth Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	0029288.0000002		
NAME OF SUBMITTER:	Chester J. Hosch		
SIGNATURE:	/Chester J Hosch/		
DATE SIGNED:	01/18/2017		
Total Attachments: 9			
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STATE OF GEORGIA
COUNTY OF COBB

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 1st day of January, 2017 (the "Effective Date").

In consideration of \$100.00, paid in hand, the mutual premises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) As of the Effective Date, Assignor does hereby sell, assign, transfer, convey, contribute, and deliver unto Assignee all of its title and interest in and to the intellectual property set forth on Exhibit A attached hereto and made a part hereof (the "Intellectual Property"), including without limitation the entire right, title and interest, for all countries, in and to certain inventions relating to the Intellectual Property and as may be described in an application for Letters Patent of the United States, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States or any other country which may be granted, thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof.

(b) Assignor further authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

(c) Assignor further authorizes and empowers Assignee to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by Assignor, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

(d) Assignor consents that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

2. Further Actions. Assignor covenants and agrees to warrant and defend the sale, assignment, transfer and conveyance of the Intellectual Property hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's title to such Intellectual Property and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee such Intellectual Property, all at the sole cost and expense of Assignor.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and, severally, each Assignee's officers, as Assignor's true and lawful attorney in fact, with full power of substitution, in Assignor's name and by, on behalf of and for the benefit of Assignee, to demand and receive any and all of the Intellectual Property and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee, any and all proceedings that Assignee may deem proper for the collection or reduction to possession of any of the Intellectual Property or for the collection and enforcement of any claim or right of any kind hereby transferred, and to take all actions in relation to the Intellectual Property that Assignee may deem desirable.

4. Entire Agreement. This Assignment constitutes the entire agreement among the parties as to the subject matter hereof.

5. Miscellaneous. This Assignment (a) will be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns, (b) is governed by Illinois law, and (c) may be signed in counterparts, by facsimile and electronic signatures, and by signatures delivered electronically, each of which will be deemed an original and all of which together will constitute one instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be signed on its behalf by a duly authorized officer as of the Effective Date.

ASSIGNOR:

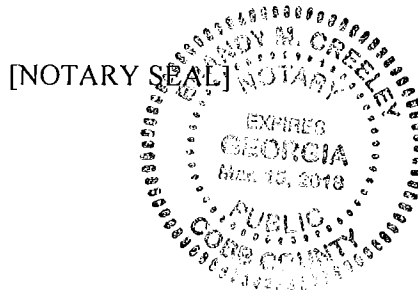
COMPASS CHEMICAL INTERNATIONAL, LLC,
an Illinois limited liability company

By: [Signature] [SEAL]
Name: DANIEL MC CAUL
Title: CEO

On this 30 day of December, 2016, before me personally appeared, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that Daniel McCaul executed the same for the purposes therein set forth.

*Signed, sealed, and delivered
in the presence of:*

[Signature]
Notary Public, State of Georgia



ASSIGNEE:

ITALMATCH USA CORPORATION,
an Illinois corporation

By: *Reid Gibson* [SEAL]
Name: REID GIBSON
Title: Authorized Person

On this 30 day of December, 2016 before me personally appeared, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that Reid Gibson executed the same for the purposes therein set forth.

*Signed, sealed, and delivered
in the presence of:*

Gary M. Creeley
Notary Public, State of Georgia

[NOTARY SEAL]

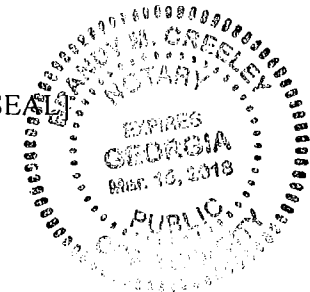


EXHIBIT A

Intellectual Property

All intellectual property used by Assignor in the business of manufacturing and distributing specialty chemicals, including but not limited to phosphonates and complementary products, used in the oilfield and water treatment businesses, including without limitation any and all (i) patents, patent applications, patent disclosures and inventions, whether foreign or domestic, including all reissues, continuations, divisions, continuations in part and renewals and extensions thereof, (ii) internet domain names, social media handles, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software (including both source and object code), data, data bases and documentation thereof, excluding any off the shelf software, (vi) trade secrets and other confidential information (including ideas, products, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) other intellectual property rights even if not included in the above items and (viii) copies and tangible embodiments thereof (in whatever form or medium), including without limitation the following:

[CONTINUED ON NEXT PAGE]

The Trademark organization is beta testing a next generation examination system. As a result, there may be instances where Office actions have unexpected formatting or spacing issues. The Office is working on improvements to resolve these issues and appreciates your patience. Please contact us at [TMFeedback](#) if you have comments or issues with the appearance of a particular Office action or its attachments.

STATUS

DOCUMENTS

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Mark: MAYOQUEST

MAYOQUEST

US Serial Number: 86417671

Application Filing Date: Oct. 08, 2015

US Registration Number: 4743428

Registration Date: May 26, 2015

Register: Principal

Mark Type: Trademark

TM5 Common Status

Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered w

Status: Registered. The registration date is used to determine when post-registration maintenance docu

Status Date: May 26, 2015

Publication Date: Mar. 10, 2015

Mark Information

Goods and Services

Basis Information (Case Level)

Current Owner(s) Information

Attorney/Correspondence Information

Prosecution History

TM Staff and Location Information

Assignment Abstract Of Title Information - Click to Load

Proceedings - Click to Load

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Mark: MAYOSPERSE

MAYOSPERSE

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Trademarks

The Company filed a Trademark Application, Serial Number 86417672, with the United States Patent and Trademark Office on October 8, 2014 for the standard character mark "MAYOSPERSE". The mark was published for opposition on March 10, 2015 and registered in the name of the Company on May 26, 2015, Registration Number 4743429.

MAYOSPERSE

The Company filed a Trademark Application, Serial Number 86417671, with the United States Patent and Trademark Office on October 8, 2014 for the standard character mark "MAYOQUEST". The mark was published for opposition on March 10, 2015 and registered in the name of the Company on May 26, 2015, Registration Number 4743428.

MAYOQUEST

Patents

The Company does not have any patents or patent applications.

Copyrights

The Company does not have any copyright registrations, but it does own unregistered copyright in the various (i) promotional and marketing materials, (ii) operating procedures and manuals, (iii) designs, (iv) website and social media content, and (v) photographs and images, among other unregistered copyright used in connection with the Business.

Domain Names

The Company owns the following domain names:

www.compasschemical.com
www.compasschemical.net
www.compasschemical.us

Social Media

The Company has a presence on Facebook at the following URLs:

The Company appears as "Compass Chemical International" at
<https://www.facebook.com/pages/Compass-Chemical-International/129943200435976>.

The Company appears as "Compass Chemical" at
<https://www.facebook.com/pages/Compass-Chemical/123003257768681>.

Trade Secrets

The Company maintains unregistered intellectual property in the form of certain trade secrets, including but not limited to trade secrets related to its manufacturing and blending processes.