

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416300

<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>
AXEON SPECIALTY PRODUCTS LLC		02/03/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AXEON MARKETING LLC		
<b>Street Address:</b>	2338 N LOOP 1604 WEST		
<b>Internal Address:</b>	SUITE 350		
<b>City:</b>	SAN ANTONIO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78248		
<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>	1302230	LE GYM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2109787790		
<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>	2109787759		
<b>Email:</b>	emyersipdocket@jw.com		
<b>Correspondent Name:</b>	Daniel D. Chapman		
<b>Address Line 1:</b>	112 East Pecan Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	San Antonio, TEXAS 78205		
<b>ATTORNEY DOCKET NUMBER:</b>	C/M147006.01		
<b>NAME OF SUBMITTER:</b>	DANIEL D. CHAPMAN		
<b>SIGNATURE:</b>	/DANIEL D. CHAPMAN/		
<b>DATE SIGNED:</b>	02/15/2017		
<b>Total Attachments: 12</b>			
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ASSIGNMENT

THIS ASSIGNMENT is effective as of the 3<sup>rd</sup> day of February, 2017 ("Effective Date"), from AXEON SPECIALTY PRODUCTS LLC, a Delaware limited liability company located at 2338 Loop 1604 West, Suite 350, San Antonio, TX 78248 ("Assignor") to AXEON MARKETING LLC, a Delaware limited liability company located at 2338 Loop 1604 West, Suite 350, San Antonio, TX 78248 ("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the trademarks set forth on Exhibit A (the "Marks"); and

WHEREAS, Assignor assigns the entirety of its right, title and interest in and to such trademarks to Assignee and desires for the Marks to be registered in the name of Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns forever, all of Assignor's right, title and interest in the Marks, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby, and all income, royalties, damages, and payments now or hereafter due or payable in respect to the Marks.

Assignor authorizes and requests the Commissioner of Trademarks or any official of any country or countries foreign, whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors and assigns, in accordance with this Assignment.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Marks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

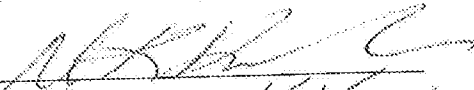
Assignor also shall, without further consideration, comply with all reasonable requests by Assignee, at no expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the Marks in Assignee.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Assignor herein executes this Assignment effective on the date first written above.


**ASSIGNOR:**

AXEON SPECIALTY PRODUCTS LLC,  
a Delaware limited liability company

By:   
Name: DAVID K. KHAWAJA  
Title: PRESIDENT & CEO

**ASSIGNEE:**

AXEON MARKETING LLC,  
a Delaware limited liability company

By:   
Name: Ronald Lyon  
Title: SVP/General Counsel

STATE OF Texas §  
COUNTY OF Bexar §

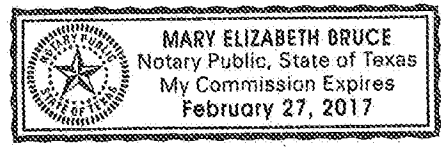
"Before me, the undersigned notary, on this day personally appeared David Kushner, known to me, and proved to me on his oath and/or identification card or other document, to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

"Given under my hand and seal of office this 3<sup>RD</sup> day of February, 2017."

Mary Elizabeth Bruce  
Notary Public in and for  
the State of Texas

Mary Elizabeth Bruce  
(Printed Name of Notary)

[Seal]



STATE OF Texas §  
COUNTY OF Bexar §

"Before me, the undersigned notary, on this day personally appeared Ronald Lyon, known to me, and proved to me on his oath and/or identification card or other document, to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

"Given under my hand and seal of office this 3<sup>RD</sup> day of February, 2017."

Mary Elizabeth Bruce  
Notary Public in and for  
the State of Texas

Mary Elizabeth Bruce  
(Printed Name of Notary)

[Seal]

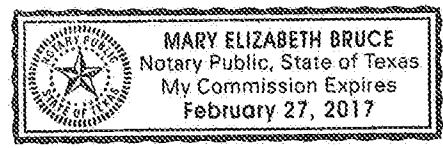


EXHIBIT A  
MARKS

Trademark	Serial No.	Registration No.	Filing Date	Registration Date
Flexgard	86644258	4981144	May 28, 2015	June 21, 2016
Stellarflex	86680760	4981397	July 1, 2015	June 21, 2016
Stellarflex FR	86638175	4981120	May 21, 2015	June 21, 2016
Stellarflex	1756082 (Canada)	(pending application)	November 23, 2015	n/a
Stellarflex	1,756,081 (Canada)	(pending application)	November 23, 2015	n/a
Stellarflex	1302260 (Mexico)	(pending application)	November 23, 2015	n/a
Stellarflex	1302260 (United Kingdom)	1302260	July 1, 2015	November 23, 2015
Stellarflex	1302260 (Madrid Protocol)	1302260	November 23, 2015	November 23, 2015

MADRID AGREEMENT AND PROTOCOL CONCERNING THE  
INTERNATIONAL REGISTRATION OF MARKS

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

(Rule 25 of the Common Regulations)

**IMPORTANT**

1. This request may be presented to the International Bureau directly by the holder (or his recorded representative), through the Office of the Contracting Party of the (recorded) holder or through the Office of the Contracting Party of the new owner (transferee).
2. If the present request relates to a **total** change in ownership, as provided for in item 6(a), this form may be used for **several** international registrations in the name of the same holder.
3. If the present request relates to a **partial** change in ownership, as provided for in item 6(b), this form may only be used to request the recording of a change in ownership for a **single** international registration.

World Intellectual Property Organization  
34, chemin des Colombettes  
1211 Geneva 20, Switzerland  
Tel. (Madrid Customer Service): +41 (0)22 338 8686  
Fax (Madrid Registry): +41 (0)22 740 1429  
e-mail: [intreg.mail@wipo.int](mailto:intreg.mail@wipo.int) – Internet: [www.wipo.int](http://www.wipo.int)



REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

<p style="text-align: center;"><u>For the holder (transferor)/new owner (transferee)</u></p> <p>This request contains the following number of continuation sheets: .....</p> <p>Holder/new owner's reference: .....</p>	<p style="text-align: center;"><u>For the Office</u></p> <p>Office's reference: .....</p>
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**1** INTERNATIONAL REGISTRATION NUMBER(S)  
(several international registrations may be indicated below, provided that all registrations concerned are the subject of a total change in ownership, as provided for in item 6(a))

1302260

**2** NAME OF THE HOLDER (TRANSFEROR)  
(as recorded in the International Register)

AXEON SPECIALTY PRODUCTS LLC , a Delaware LLC

**3** NEW OWNER (TRANSFEEE)

(a) Name: AXEON MARKETING LLC , a Delaware LLC

(b) Address: 2338 LOOP 1604 WEST, SUITE 350  
SAN ANTONIO, TX 78248

(c) Address for correspondence: 2338 LOOP 1604 WEST, SUITE 350  
SAN ANTONIO, TX 78248

(d) Telephone: (210) 249-9476 Fax: .....

E-mail address: Ronnie.Lyon@axeonsp.com

By providing an e-mail address, any further correspondence from the International Bureau related to this/these international registration(s) will be sent only electronically and, therefore, you will no longer receive any paper correspondence. Likewise, any further correspondence from the International Bureau related to other international applications or international registrations for which the same e-mail address has been, or will be, provided will also be sent only electronically. Please note that, for the purpose of electronic communication, there can be only one e-mail address recorded per each international registration.

4

ENTITLEMENT OF THE NEW OWNER (TRANSFEREE) TO BE THE HOLDER OF THE INTERNATIONAL REGISTRATION

- (a) Indicate in the appropriate space(s):
  - (i) the name of the Contracting State of which the new owner (transferee) is a national; and/or.  
 \_\_\_\_\_  
 U.S.
  - (ii) the name of the State member of a Contracting Organization of which the new owner (transferee) is a national; and/or.  
 \_\_\_\_\_
  - (iii) the name of the Contracting Party in the territory of which the new owner (transferee) is domiciled; and/or,  
 \_\_\_\_\_
  - (iv) the name of the Contracting Party in the territory of which the new owner (transferee) has a real and effective industrial or commercial establishment;  
 \_\_\_\_\_
  
- (b) Where the new owner (transferee) is not a national of a Contracting State or of a State member of a Contracting Organization and the address given in item 3(b) is not in the territory of any of the Contracting Parties mentioned in paragraph (a)(iii) or (iv) of the present item, indicate in the space provided below:
  - (i) the address of the new owner (transferee) in the territory of the Contracting Party mentioned in paragraph (a)(iii) of the present item; or,
  - (ii) the address of the new owner's (transferee) industrial or commercial establishment in the territory of the Contracting Party mentioned in paragraph (a)(iv) of the present item.

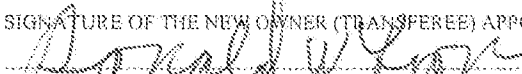
5

APPOINTMENT OF A REPRESENTATIVE BY THE NEW OWNER (TRANSFEREE)<sup>1</sup>

Name: JACKSON WALKER LLP  
 Address: 112 EAST PECAN, SUITE 2400  
 SAN ANTONIO, TX 78205

Telephone: (210) 978-7700 Fax: (210) 978-7790  
 E-mail address: dchapman@docket@jw.com

By providing an e-mail address, any further correspondence from the International Bureau related to this/these international registration(s) will be sent only electronically and, therefore, you will no longer receive any paper correspondence. Likewise, any further correspondence from the International Bureau related to other international applications or international registrations for which the same e-mail address has been, or will be, provided will also be sent only electronically. Please note that, for the purpose of electronic communication, there can be only one e-mail address recorded per each international registration.

SIGNATURE OF THE NEW OWNER (TRANSFEREE) APPOINTING THE ABOVE REPRESENTATIVE (compulsory)  
 Ronald W. Lyon, Senior VP/General Counsel

<sup>1</sup> This item should be used where the new owner (transferee) wishes to appoint a representative. Note that, if the person recorded as the representative of the holder (transferor) is to be recorded as the representative of the new owner (transferee), such appointment should be made by completing this item.

**6** SCOPE OF THE CHANGE IN OWNERSHIP (check either (a) or (b))

(a)  **TOTAL CHANGE IN OWNERSHIP** (the change in ownership is to be recorded for all the Contracting Parties designated in the international registration(s) indicated in item 1, and for all the goods and services covered by such international registration(s));

(b)  **PARTIAL CHANGE IN OWNERSHIP** (read note No. 3 on the cover page before checking this box)

(i) the change in ownership is to be recorded for the designated Contracting Parties indicated below (if no Contracting Party is indicated, it will be understood that the change in ownership is to be recorded in respect of all the designated Contracting Parties); and/or,

.....  
 .....

(ii) the change in ownership is to be recorded for the goods and services indicated below (grouped in the appropriate classes); if no goods and services are indicated, it will be understood that the change in ownership is to be recorded in respect of all goods and services.

You can find indications that are pre-accepted by the International Bureau in the Madrid Goods & Services Manager (MGS) at [www.wipo.int/mgs/](http://www.wipo.int/mgs/).

Please make consistent use of a semicolon (;) to clearly specify the goods and services indications in your list, e.g.:  
 09 Scientific, optical and electronic apparatus and instruments; screens for photoengraving; computers.  
 35 Advertising; compilation of statistics; commercial information agencies.

Please use font "Courier New" or "Times New Roman", size 12 pt, or above.

.....  
 .....

If the space provided above is not sufficient, check the box and use a continuation sheet

**7** MISCELLANEOUS INDICATIONS

(a) Indications concerning the new owner (transferee) (as may be required by certain designated Contracting Parties):

(i) if the new owner (transferee) is a natural person, indicate the nationality: .....

(ii) if the new owner (transferee) is a legal entity:

- legal nature of the legal entity: LIMITED LIABILITY COMPANY

- State and, where applicable, territorial unit within that State, under the law of which the legal entity is organized:  
DELAWARE

(b) The new owner (transferee) may choose a preferred language for correspondence:

English     French     Spanish

**8** SIGNATURE BY THE HOLDER (TRANSFEROR) AND/OR HIS REPRESENTATIVE

Holder (transferor)  
 (as recorded in the International Register)

Representative of the holder (transferor)  
 (as recorded in the International Register)

*By signing this form, I declare that I am entitled to sign it under the applicable law:*

*By signing this form, I declare that I am entitled to sign it under the applicable law:*

Name: RONALD W. LYON, Senior VP

Name: RONALD W. LYON, Senior VP

Signature: *Ronald W. Lyon*

Signature: *Ronald W. Lyon*

9

OFFICE OF THE CONTRACTING PARTY (OF THE RECORDED HOLDER (TRANSFEROR) OR THAT OF THE NEW OWNER (TRANSFEREE)) PRESENTING THE REQUEST (where the request is presented through an Office)

Name of the Office: USPTO

Name and signature of the official signing on behalf of the Office:

*By signing this form, I declare that I am entitled to sign it under the applicable law:*

Ronald W Lyon  
Ronald W Lyon

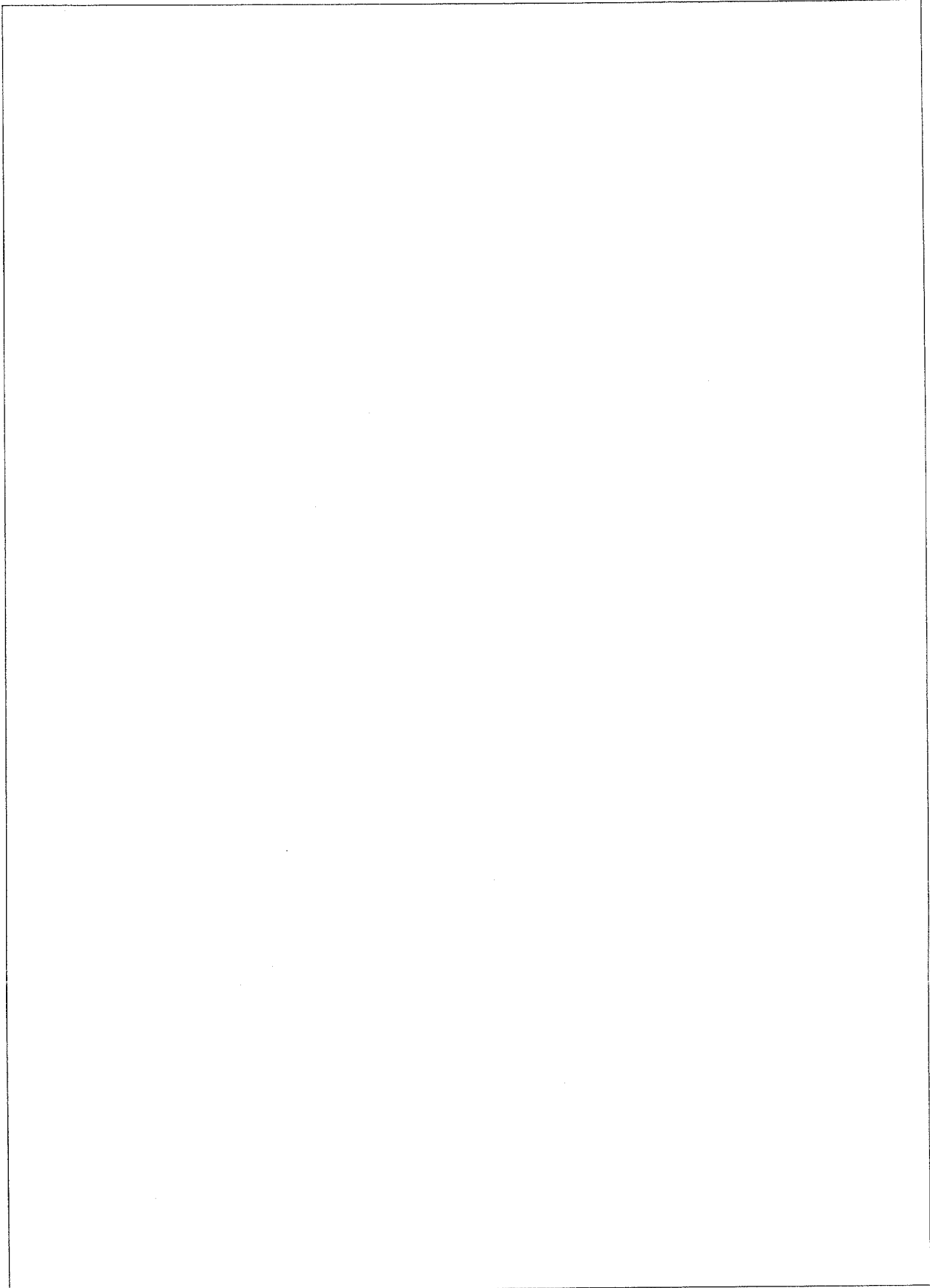
Name and e-mail address of the contact person in the Office:

## FEE CALCULATION SHEET

(a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT		
<input type="checkbox"/> The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)).		
Holder of the account: .....		Account number: .....
Identity of the party giving the instructions: .....		
(b) AMOUNT OF FEES		
Amount (177 Swiss francs) x	1 (per international registration mentioned in item 1)	Grand total (Swiss francs) \$177
(c) METHOD OF PAYMENT		
Identity of the party effecting the payment: .....		
Payment received and acknowledged by WIPO	<input type="checkbox"/>	WIPO receipt number .....
Payment made to WIPO bank account IBAN No. CH51 0483 5048 7080 8100 0 Crédit Suisse, CH-1211 Geneva 70 Swift/BIC: CRESCHZZ80A	<input type="checkbox"/>	Payment identification .....
Payment made to WIPO postal account (within Europe only) IBAN No. CH03 0900 0000 1200 5000 8 Swift/BIC: POFICHBE	<input type="checkbox"/>	Payment identification .....

CONTINUATION SHEET

No: ..... of .....



MMS(E) - January 2017

**RECORDED: 02/15/2017**

**TRADEMARK**  
**REEL: 005991 FRAME: 0196**