

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tectum, Inc.		01/13/2017	Corporation: OHIO
Lamit Industries, Inc.		01/13/2017	Corporation: OHIO
AIRD Holdings, Inc.		01/13/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	TI Acquisition, Inc.		
Street Address:	2500 Columbia Avenue		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	73587228	ACOUSTI-TOUGH	
Serial Number:	71655721	TECTUM	
Serial Number:	73714745	FABRI-TOUGH	
Serial Number:	74559477	TECTUM	
CORRESPONDENCE DATA			
Fax Number:	2157359305		
<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:	2157359302		
Email:	trademarks@thebellesgroup.com		
Correspondent Name:	Brian L. Belles @ The Belles Group, P.C.		
Address Line 1:	1608 Walnut Street, Suite 1302		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Brian L. Belles		
SIGNATURE:	/Brian L. Belles/		
DATE SIGNED:	02/27/2017		
Total Attachments: 7			

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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of January 13, 2017 (the “Effective Date”), by and among TI Acquisition, Inc., a Delaware corporation (the “Purchaser”), on the one hand, and Tectum, Inc., an Ohio corporation (“Tectum”), Lamit Industries, Inc., an Ohio corporation (“Lamit”), and AIRD Holdings, Inc., an Ohio corporation (together with Tectum and Lamit, collectively, the “Companies”), on the other hand. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of December 14, 2016, by and among the Purchaser, the Companies, and the Equityholders, the Companies have agreed to, among other things, sell, transfer, assign, convey and deliver all of the Companies’ right, title and interest in and to the Purchased Assets (including the Owned Intellectual Property) to the Purchaser, and the Purchaser has agreed to purchase the Purchased Assets (including the Owned Intellectual Property) from the Companies, in each case pursuant to and in accordance with the terms conditions set forth in the Purchase Agreement; and

WHEREAS, this Agreement is being executed and delivered pursuant to Section 4.02(a)(iv) and Section 4.02(b)(ii) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the undersigned parties agree as follows:

1. Assignment and Conveyance of Purchased Assets. The Companies hereby sell, transfer, assign, convey and deliver to the Purchaser, free and clear of any Liens (except for Permitted Liens), all of the Companies’ right, title, and interest in and to the Owned Intellectual Property, including, but not limited to, the Owned Intellectual Property identified on Schedule A hereto, together with the goodwill of the Business, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, and all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for and receive all damages from past and future infringements of the Owned Intellectual Property, the same to be held and enjoyed by the Purchaser and its successors and assigns, and the Companies do hereby bind themselves, and their respective successors and assigns, and the Purchaser does hereby accept all of the Companies’ right, title, and interest in and to such Owned Intellectual Property.

2. Further Assurances. Upon the request of Purchaser or its Affiliates, the Companies shall execute and deliver any and all instruments and documents (including confirmatory assignments) and take such other future actions as may be necessary to document the aforesaid assignment and transfer or to enable Purchaser to secure, register, maintain, enforce, and otherwise fully protect its rights in and to the Owned Intellectual Property.

3. Domain Name Registrations. Further, the Companies shall take all steps as may be reasonably necessary to effect an assignment and transfer of all internet domain name registrations being transferred to the Purchaser pursuant to this Intellectual Property Assignment in accordance with the domain name transfer procedures of the applicable registrar of such domain name, including executing any applicable domain name registrar transfer agreement or documents, assignments, lawful oaths and any other papers which Purchaser may deem necessary or desirable, all without further compensation to the Companies. If, due to applicable registrar or registry rules or regulations, the internet domain name registrations cannot be assigned to the Purchaser, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, the Companies shall maintain such domain name registration in full force and effect, at Purchaser's expense for the sole and exclusive benefit of Purchaser.

4. Terms of Purchase Agreement. The scope, nature, and extent of the Purchased Assets (including the Owned Intellectual Property) are expressly set forth in the Purchase Agreement. Nothing contained herein shall change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby, but will 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 Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

5. Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. No party hereto shall assign this Agreement or any right, benefit or obligation hereunder.

7. Governing Law; Jurisdiction. This Agreement shall be construed and interpreted in accordance with the internal Laws of the State of Ohio without regard to any choice of Law or conflict of Law, choice of forum or provision, rule or principle (whether of the State of Ohio or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. The parties hereto hereby irrevocably (a) submit themselves to the non-exclusive jurisdiction of the state and federal courts sitting in the State of Ohio and (b) waive the right and shall not assert by way of motion, as a defense or otherwise in any action, suit or other legal proceeding brought in any such court, any claim that he is not

subject to the jurisdiction of such court, that such action, suit or proceeding is brought in an inconvenient forum or that the venue of such action, suit or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

8. Counterparts. This Agreement may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail attachment in "pdf" or similar format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as an attachment to an electronic mail message as a defense to the formation of a contract and each such party forever waives any such defense. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed on and as of the Effective Date.

COMPANIES:

TECTUM, INC.

By: Michael J. Massaro
Name: Michael J. Massaro
Title: President

LAMIT INDUSTRIES, INC.

By: Stephen M. Mihaly Sr.
Name: Stephen M. Mihaly, Sr.
Title: President


AIRD HOLDINGS, INC.

By: Stephen M. Mihaly Sr.
Name: Stephen M. Mihaly, Sr.
Title: President

[Signature Page to Intellectual Property Assignment]

PURCHASER:

TI ACQUISITION, INC.

By: 
Name: *Charles M. Champagne*
Title: *CEO*

[Signature Page to Intellectual Property Assignment]

Schedule A

Registered IP

Trademarks:

Docket Number	Country	Mark	Application Number	Application Date	Registration Number	Registration Date	Renewal Due
TCTZ 500001BX01	Benelux	ACOUSTI-TOUGH	1091302	11/21/2005	789597	04/06/2006	11/21/2025
TCTZ 500001US01	United States	ACOUSTI-TOUGH	73/587,228	03/10/1986	1,420,066	12/09/1986	12/09/2026
TCTZ 500003US01	United States	TECTUM	71/655,721	11/02/1953	0,598,662	11/30/1954	11/30/2024
TCTZ 500004AR02	Argentina	TECTUM	2482500	12/28/1992	2677997	04/14/2004	04/14/2024
TCTZ 500004AR04	Argentina	TECTUM	2482501	12/28/1992	2677998	04/06/2004	04/06/2024
TCTZ 500004AT01	Austria	TECTUM	AM 3439/95	06/20/1995	161965	01/18/1996	01/31/2026
TCTZ 500004CA01	Canada	TECTUM	254,994	01/27/1960	120,365	12/09/1960	12/09/2020
TCTZ 500004CL01	Chile	TECTUM	1035713	04/01/1993	1048671	12/03/2002	12/03/2022
TCTZ 500004CN01	China P.R.	TECTUM	94069525	07/18/1994	884976	10/21/1996	10/20/2026
TCTZ 500004CN02	China P.R.	TECTUM	94069526	07/18/1994	849630	06/21/1996	06/20/2026
TCTZ 500004DE01	Germany	TECTUM	39525516	06/19/1995	39525516	07/26/1996	06/30/2025
TCTZ 500004EE01	Estonia	TECTUM	95 01594	07/27/1995	23827	06/10/1997	06/10/2017
TCTZ 500004GB01	Great Britain	TECTUM	2057664	02/22/1996	2057664B	12/06/1996	02/22/2026
TCTZ 500004HK01	Hong Kong	TECTUM	94 05853	05/26/1994	06573 OF 1996	05/26/1994	05/26/2025
TCTZ 500004HK02	Hong Kong	TECTUM	94/05852	05/26/1994	13164	12/16/1998	05/26/2025
TCTZ 500004HK03	Hong Kong	TECTUM	97/14866	10/16/1997	08119 OF 1999	06/30/1999	10/16/2024
TCTZ 500004IL01	Israel	TECTUM	110979	03/10/1997	110979	06/03/1998	03/10/2018
TCTZ 500004IL02	Israel	TECTUM	110980	03/10/1997	110980	03/03/1998	03/10/2018
TCTZ 500004IT01	Italy	TECTUM	T02015C000 506	02/18/2005	1629083	11/27/2008	06/12/2025
TCTZ 500004KR01	South Korea	TECTUM	91-33164	11/21/1991	258107	02/02/1993	02/01/2023
TCTZ 500004MX01	Mexico	TECTUM	161511	02/24/1993	436528	06/29/1993	02/24/2023
TCTZ 500004MX02	Mexico	TECTUM	161512	02/24/1993	436529	06/29/1993	02/24/2023
TCTZ 500004MX03	Mexico	TECTUM	161513	02/24/1993	436530	06/29/1993	02/24/2023
TCTZ 500004NO01	Norway	TECTUM	95.4417	07/13/1995	182,787	06/19/1997	06/19/2017
TCTZ 500004SA02	Saudi Arabia	TECTUM	37817	03/09/1997	141703590	08/02/1998	04/15/2026
TCTZ 500004VE01	Venezuela	TECTUM	2481-96	02/26/1996	P198938	08/06/1997	08/06/2017
TCTZ 500004VE02	Venezuela	TECTUM	2482-96	02/26/1996	P196119	03/07/1997	03/07/2017
TCTZ 500005BX01	Benelux	TECTUM	UNKNOWN	08/08/1977	347,477	08/08/1977	08/08/2017
TCTZ 500007FR01	France	TECTUM	UNKNOWN	08/08/1977	1,422,484	08/10/1987	08/31/2017
TCTZ 500010US01	United States	FABRI-TOUGH	73/714,745	03/04/1988	1,508,153	10/11/1988	10/11/2018
TCTZ 500012US01	United States	TECTUM	74/559,477	08/11/1994	1,942,326	12/19/1995	12/19/2025

Domain Names/URLs:

- www.tectum.com

- www.lamitindustries.com

Other Scheduled IP (all other Intellectual Property that is material to the operation of the Business):

None.