

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419231

<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>
Elastikote, LLC		03/10/2017	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blair Rubber Company		
<b>Street Address:</b>	5020 Panther Parkway		
<b>City:</b>	Seville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44273		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4422035	EK	
<b>Registration Number:</b>	4418641	EK ELASTIKOTE REPEL REFLECT RENEW	
<b>Registration Number:</b>	4360107	LABOR SAV'R	
<b>Registration Number:</b>	3789760	ELASTIKOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>	3125212775		
<b>Email:</b>	ipdocket@muchshelist.com		
<b>Correspondent Name:</b>	ADAM K SACHAROFF		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	MUCH SHELIST, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0012689.0008		
<b>NAME OF SUBMITTER:</b>	ADAM K SACHAROFF		
<b>SIGNATURE:</b>	/aks/		
<b>DATE SIGNED:</b>	03/10/2017		
<b>Total Attachments: 5</b>			

CH \$115.00 4422035

source=Assignment#page1.tif  
source=Assignment#page2.tif  
source=Assignment#page3.tif  
source=Assignment#page4.tif  
source=Assignment#page5.tif

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment") is made as of March 10, 2017, by and between Blair Rubber Company, an Ohio corporation ("Purchaser"), and Elastikote, LLC, an Ohio limited liability company ("Seller", and together with Purchaser, the "Parties").

### RECITALS

A. The Parties are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), whereby Seller is selling all of its Intellectual Property to Purchaser, including but not limited to, the Intellectual Property listed on Schedule A, attached hereto (the "Transferred Intellectual Property"). Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Assignment is being executed and delivered pursuant to Section 4.3(a)(iii) and Section 4.3(b)(iii) of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as set forth below.

1. Transfer of the Transferred Intellectual Property. Seller hereby sells, assigns, conveys, transfers and delivers the Transferred Intellectual Property and all of Seller's right, title and interest therein and thereto unto Purchaser and its successors and assigns.

2. Grant of Rights to the Transferred Intellectual Property. Seller grants, conveys, transfers, alienates and assigns to Purchaser, for and throughout the world, Seller's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Transferred Intellectual Property in Purchaser's name with any Government Entity; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Government Entities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Transferred Intellectual Property.

3. Further Assurances. Seller shall execute, acknowledge and deliver to Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Purchaser's exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Seller's assignment of the Transferred Intellectual Property to Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of Seller in the Transferred Intellectual Property, whether currently

7557447

**TRADEMARK**  
**REEL: 006009 FRAME: 0680**

existing or arising or recognized in the future. Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

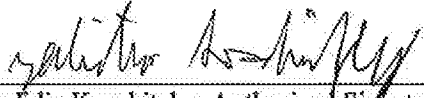
7. Counterparts. This Assignment may be executed in any number of counterparts, including electronic and facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PURCHASER:**

BLAIR RUBBER COMPANY,  
an Ohio corporation

By:   
Yedidia Koschitzky, Authorized Signatory

**SELLER:**

ELASTIKOTE, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Ernest E. Pouttu, Manager

*Signature Page to Assignment and Assumption of Intellectual Property Agreement*

**TRADEMARK**  
**REEL: 006009 FRAME: 0682**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

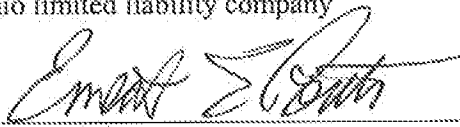
**PURCHASER:**

BLAIR RUBBER COMPANY,  
an Ohio corporation

By: \_\_\_\_\_  
Yedidia Koschitzky, Authorized Signatory

**SELLER:**

ELASTIKOTE, LLC,  
an Ohio limited liability company

By:  \_\_\_\_\_  
Ernest E. Pouttu, Manager

SCHEDULE A

**TRANSFERRED INTELLECTUAL PROPERTY**

United States Patents:

- Title: Non-flammable waterproofing composition; U.S. 7,598,310; Issued: October 6, 2009; Expiration: February 9, 2027
- Title: Non-flammable waterproofing composition; U.S. 7,642,312; Issued: January 5, 2010; Expiration: May 5, 2029
- Title: Non-flammable waterproofing composition; U.S. 7,811,636; Issued: October 12, 2010; Expiration: January 4, 2030

United States Trademarks:

- Mark: EK; Registration No.: 4422035; Registered: October 22, 2013; Status: Live
- Mark: EK ELASTIKOTE REPEL REFLECT RENEW; Registration No.: 4418641; Registered: October 15, 2013; Status: Live
- Mark: LABOR SAV'R; Registration No.: 4360107; Registered: July 2, 2013; Status: Live
- Mark: ELASTIKOTE; Registration No.: 3789760; Registered: May 18, 2010; Status: Live

Domain Names:

- Name: ELASTIKOTE.COM; Created: May 29, 2009; Expires: May 29, 2017; Registrant: Harwick Standard Distribution Corp.