

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426514

<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>
Syntech Products Corporation		04/28/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MWI Acquisition, Inc.		
<b>Street Address:</b>	1101 3rd Street SE		
<b>City:</b>	Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44707		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1750965	PETRO TAC	
<b>Registration Number:</b>	2191685	SYNTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3302538601		
<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>	330-535-5711		
<b>Email:</b>	iplaw@brouse.com		
<b>Correspondent Name:</b>	HEATHER M. BARNES		
<b>Address Line 1:</b>	388 SOUTH MAIN STREET		
<b>Address Line 2:</b>	SUITE 500		
<b>Address Line 4:</b>	AKRON, OHIO 44311		
<b>ATTORNEY DOCKET NUMBER:</b>	21786.60883		
<b>NAME OF SUBMITTER:</b>	Heather M. Barnes		
<b>SIGNATURE:</b>	/Heather M. Barnes/		
<b>DATE SIGNED:</b>	05/03/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into on April 28, 2017 ("Effective Date"), by and between Syntech Products Corporation, an Ohio corporation, ("Assignor"), and MWI Acquisition, Inc., an Ohio corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated March 24, 2017, by and between Assignor, Assignee, James Rose, John Leslie, Thomas E. Leslie, and David Moore, and Midwest Industrial Supply, Inc., as Guarantor, (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the registered trademarks described on Schedule A attached hereto, and all other trademarks that are owned by Assignor which are used in or otherwise related to the Business (as such term is defined in the Purchase Agreement), together with the goodwill associated with any of the foregoing (the "Trademarks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks for the United States and all foreign countries, whether or not trademark registration is secured, including, without limitation, all registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks); (ii) causes in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; (iii) all goodwill associated with the Trademarks; and (iv) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance consistent with the Purchase Agreement. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

*[Signature pages follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

SYNTECH PRODUCTS CORPORATION

Date: April 28, 2017

By: [Signature]  
Name: David Moore  
Title: C.F.O.

State of OHIO }  
County of Lucas } SS.:

On April 28, 2017, before me, DAVID MOORE, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kathy Sue Estep Vasko



KATHY SUE ESTEP VASKO  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 12-28-2020

*[Signature page to Trademark Assignment Agreement]*

ASSIGNEE:

MWI ACQUISITION, INC.

Date: April 20th, 2017

By: *Robert Vitale*  
Name: ROBERT VITALE  
Title: President

State of Ohio }  
County of Stark } SS.:

On April 20th, 2017, before me, Tera L. Mucci, personally appeared Robert Vitale, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

*Tera L. Mucci*



TERA L. MUCCI  
NOTARY PUBLIC  
STATE OF OHIO

My Commission Expires  
June 2, 2018

*[Signature page to Trademark Assignment Agreement]*

## **SCHEDULE A**

### **Trademarks**

1. PETRO TAC (Registration No. 1750965 dated February 9, 1993)
2. SYNTECH (Registration No. 2191685 dated September 29, 1998)