

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pidilite USA, Inc.		06/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Niteo Products, LLC		
Street Address:	300 Crescent Court, Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	74666527	MAX CLEAN	
Serial Number:	73602608	RAIN DANCE	
Serial Number:	73575029	NO. 7	
Serial Number:	75096210	RAIN DANCE	
Serial Number:	77912072	MOTO CYCLO	
Serial Number:	75090623	ULTRAWELD	
Serial Number:	73302053	BREAK-AWAY	
Serial Number:	85467937	CYCLO ABSOLUTE.	
Serial Number:	75442694	NO.7	
Serial Number:	75435323	NO7	
Serial Number:	74565665	ULTRACOAT	
Serial Number:	85537912	CYCLO TIRE SOS	
Serial Number:	77502180	VIVA-SCENT	
Serial Number:	75664315	RAIN DANCE	
Serial Number:	75443049	ZLUBE	
Serial Number:	73820183	CYCLO	
Serial Number:	85298478	BREAK-THRU	
Serial Number:	86228003	PERMASTOP	
Serial Number:	86450473	DEEP DEFEND	

CH \$665.00 74666527

Property Type	Number	Word Mark
Serial Number:	72370569	CYCLO
Serial Number:	74421828	TANNER'S PRESERVE
Serial Number:	76606329	RALLY
Serial Number:	76345944	RALLY
Serial Number:	72142294	CYCLO
Serial Number:	74274271	ENGINE CLEAN
Serial Number:	74274095	CARB CLEAN

CORRESPONDENCE DATA

Fax Number: 7209313201

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.

Phone: 720-931-3200

Email: ipdocketing@lathropgage.com

Correspondent Name: Donna P. Gonzales

Address Line 1: 1515 Wynkoop Street

Address Line 2: Suite 600

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	570599
NAME OF SUBMITTER:	Donna P. Gonzales
SIGNATURE:	/Donna P. Gonzales/
DATE SIGNED:	07/12/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of June 7, 2017, is between Pidilite USA, Inc., a Delaware corporation ("Assignor"), and Niteo Products, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver to Assignee all of its rights, title, and interest to, and Assignee desires to purchase and accept, each of the trademarks and service marks reflected on Exhibit A hereto (the "Marks");

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Sale and Transfer of Marks.** In connection with the Asset Purchase Agreement, dated as of June 7, 2017, by and among Assignee, Assignor and, for certain limited purposes, Pidilite Industries Ltd., Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases and accepts, the Marks together with the goodwill of the business symbolized by the Marks, and all of Assignor's rights, title, and interest in, to, and under, the Marks, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either at law or in equity for past, present or future infringement of said Marks.
2. **Further Assurances.** Assignor and Assignee each agree that from and after the date of this Agreement, each of them will, and will cause their respective affiliates to, execute and deliver such further instruments of transfer and take such other action as may reasonably be requested by either Party to carry out the purposes and intents of this Agreement so that the transfer of the Marks to Assignee is recorded, including, without limitation, by completion, signature, response email, online actions, notarization and/or filing of all documents necessary to record such sale and transfer.
3. **Attorney in Fact.** Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor, but on behalf and for the benefit of Assignee, to demand, collect, and receive for the account of Assignee all of the Marks hereby sold, assigned, transferred, and conveyed by Assignor to Assignee; to institute or prosecute, in the name of Assignor or otherwise, all actions, litigation, arbitration, lawsuits, claims, or proceedings (collectively, "Proceedings") that Assignee may deem necessary or convenient in order to realize upon, affirm, or obtain title or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Marks hereby sold, assigned, transferred, and conveyed to Assignee or intended so to be; to defend and compromise any and all Proceedings with respect to any of the Marks sold, assigned, transferred, and conveyed hereunder or intended so to be; and to do all such legal acts and things in relation thereto as Assignee shall deem advisable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.
4. **Governing Law; Jurisdiction.** This Agreement shall be governed by the Laws of the State of Florida. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE

COURTS LOCATED IN PALM BEACH COUNTY, FLORIDA OR THE COURTS OF THE UNITED STATES LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. THE PARTIES HEREBY WAIVE, AND AGREE NOT TO ASSERT, ANY DEFENSE IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT THAT (a) THEY ARE NOT SUBJECT TO SUCH JURISDICTION, (b) SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURTS, (c) ANY OPERATIVE DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, (d) THEIR PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, (e) THE ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR (f) THE VENUE OF THE ACTION IS IMPROPER. Should it become necessary for either Party to institute legal action to enforce the terms and conditions of this Agreement, and such legal action results in a final judgment in favor of one Party, the prevailing Party shall be entitled to payment from the other parties of all of the prevailing Party's reasonable attorneys' fees and related costs at all trial and appellate levels.

5. **Severability.** If any provision hereof is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6. **Miscellaneous.** This Agreement (a) may be modified only by a writing signed by each Party, (b) may be executed in counterparts, (c) is binding on the Parties and their successors and permitted assigns, and (d) may not be assigned without the written consent of the non-assigning Party. There are no oral agreements between the Parties related to the subject matter hereof. Copies of signature page(s) to this Agreement that are faxed, or sent by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, will be fully binding and enforceable without the need for delivery of any manually executed signature page(s). Any Exhibit referred to herein is incorporated by reference herein. The captions in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement. Use of "herein," "hereof," "hereby," or similar terms refer to this Agreement as a whole. The reference to any gender shall be construed to include the masculine, feminine, and neuter. Time is of the essence with respect to all of the obligations in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

ASSIGNOR:


Pidilite USA, Inc.

By: 

Name: Sanket S. Parekh
Title: President

ASSIGNEE:

Niteo Products, LLC

By: 

Name: Christopher McRorie
Title: Vice President, General Counsel
and Secretary

Mark	Status	Class	Class 2	Class 3	Serial No	Filing Date	Reg No	Reg Date	Owner Name	Due Date
MAX CLEAN	Registered	3			74666527	26-Apr-1995	2026052	24-Dec-1996	Pidilite USA, Inc. dba Cyclo Industries, Inc.	24-Dec-2026
RAIN DANCE	Registered	3			73602608	5-Jun-1986	1427067	3-Feb-1987	Pidilite USA, Inc. dba Cyclo Industries, Inc.	3-Feb-2027
NO. 7 and design	Registered	3			73575029	23-Dec-1985	1432607	17-Mar-1987	Pidilite USA, Inc. dba Cyclo Industries, Inc.	17-Mar-2027
RAIN DANCE	Registered	3			75096210	29-Apr-1996	2046041	18-Mar-1997	Pidilite USA, Inc. dba Cyclo Industries, Inc.	18-Mar-2027
MOTO CYCLO	Registered	1	3	4	77912072	14-Jan-2010	3935536	22-Mar-2011	Pidilite USA, Inc. dba Cyclo Industries, Inc.	22-Mar-2021
ULTRAWELD	Registered	1			75090623	18-Apr-1996	2066858	3-Jun-1997	Pidilite USA, Inc. dba Cyclo Industries, Inc.	3-Jun-2027
BREAK-AWAY	Registered	3			73302053	20-Mar-1981	1496417	19-Jul-1988	Pidilite USA, Inc. dba Cyclo Industries, Inc.	19-Jul-2018
CYCLO ABSOLUTE.	Registered	3			85467937	9-Nov-2011	4215427	25-Sep-2012	Pidilite USA, Inc.	25-Sep-2018
NO. 7 and design	Registered	3			75442694	2-Mar-1998	2234151	23-Mar-1999	Pidilite USA, Inc. dba Cyclo Industries, Inc.	23-Mar-2019
NO 7 and design	Registered	3			75435323	17-Feb-1998	2234092	23-Mar-1999	Pidilite USA, Inc. dba Cyclo Industries, Inc.	23-Mar-2019
ULTRACOAT	Registered	4			74565665	25-Aug-1994	2240035	20-Apr-1999	Pidilite USA, Inc. dba Cyclo Industries, Inc.	20-Apr-2019
CYCLO TIRE SOS	Registered	1			85537912	9-Feb-2012	4335958	14-May-2013	Pidilite USA, Inc.	14-May-2019
VIVA-SCENT	Registered	5			77502180	18-Jun-2008	3624478	19-May-2009	Pidilite USA, Inc.	19-May-2019
ICY BLAST	Registered	4			77595080	17-Oct-2008	3717571	1-Dec-2009	Cyclo Industries, Inc.	1-Dec-2019
RAIN DANCE	Registered	3			75664315	19-Mar-1999	2324290	29-Feb-2000	Pidilite USA, Inc. dba Cyclo Industries, Inc.	28-Feb-2020
ZLUBE	Registered	4			75443049	2-Mar-1998	2336646	28-Mar-2000	Pidilite USA, Inc. dba Cyclo Industries, Inc.	28-Mar-2020
CYCLO	Registered	1	3	004, 017	73820183	21-Aug-1989	1595914	15-May-1990	Pidilite USA, Inc. dba Cyclo Industries, Inc.	15-May-2020
BREAK-THRU	Registered	3			85298478	19-Apr-2011	4572697	22-Jul-2014	Pidilite USA, Inc. DBA Cyclo Industries, Inc.	22-Jul-2020
PERMASTOP	Registered	1			86228003	21-Mar-2014	4657798	16-Dec-2014	Pidilite USA, Inc.	16-Dec-2020
DEEP DEFEND	Registered	1	3		86450473	11-Nov-2014	4805512	1-Sep-2015	Pidilite USA, Inc.	1-Sep-2021
CYCLO	Registered	4			72370569	14-Sep-1970	924095	23-Nov-1971	Pidilite USA, Inc. dba Cyclo Industries, Inc.	23-Nov-2021
TANNER'S PRESERVE	Registered	3			74421828	5-Aug-1993	1879074	14-Feb-1995	Pidilite USA, Inc. dba Cyclo	6-Dec-2021

									Industries, Inc.	
RALLY	Registered	3			76606329	9-Aug-2004	3005543	11-Oct-2005	Pidilite USA, Inc. dba Cyclo Industries, Inc.	6-Dec-2021
RALLY	Pending Application	3			76345944	7-Dec-2001	2710792	29-Apr-2003	Pidilite USA, Inc. dba Cyclo Industries, Inc.	29-Apr-2023
CYCLO	Registered	52			72142294	16-Apr-1962	755218	20-Aug-1963	Pidilite USA, Inc. dba Cyclo Industries, Inc.	20-Aug-2023
ENGINE CLEAN	Registered	3			74274271	11-May-1992	1789057	24-Aug-1993	Pidilite USA, Inc. dba Cyclo Industries, Inc.	24-Aug-2023
CARB CLEAN	Registered	3			74274095	11-May-1992	1921377	26-Sep-1995	Pidilite USA, Inc. dba Cyclo Industries, Inc.	26-Sep-2025