

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Graphite Co.		10/11/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Asbury Carbons, Inc.		
Also Known As:	Asbury Carbons		
Street Address:	405 Old Main St		
City:	Asbury		
State/Country:	NEW JERSEY		
Postal Code:	08802		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1137164	SLIP PLATE	
Registration Number:	1480318	SEED SLIK	
Registration Number:	2710106	SURECOAT	
Registration Number:	4540691	SLIPPERY WHEN DRY!	
CORRESPONDENCE DATA			
Fax Number:	8158068366		
<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:	815-278-2448		
Email:	mvarboncouer@varboncouer.com		
Correspondent Name:	Mark Varboncouer		
Address Line 1:	8767 Laraway Road		
Address Line 4:	Frankfort, ILLINOIS 60423		
NAME OF SUBMITTER:	Mark Varboncouer		
SIGNATURE:	/Mark Varboncouer/		
DATE SIGNED:	07/25/2017		
Total Attachments: 4			

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ANNEX A

ASSIGNMENT OF TRADEMARKS - FOR RECORDATION PURPOSES

This Trademark Assignment is entered into as of October 11, 2016 and is delivered in connection with (i) that certain Intellectual Property Assignment Agreement (the "IP Agreement") entered into as of October 11, 2016 by and between Superior Graphite Co., an Illinois corporation (the "Seller") and Asbury Carbons, Inc., a Delaware corporation (the "Buyer") and (ii) that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of October 11, 2016, by and between the Seller and the Purchaser.

The Seller and the Purchaser are occasionally referred to herein collectively as the "Parties" and each individually as a "Party". Capitalized terms used in this Agreement without definition have the respective meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Seller has delivered this Assignment signed by the Seller to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth herein; and

WHEREAS, this Assignment supplements and is in addition to all other rights of the Purchaser under the IP Agreement and the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this Assignment, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the registered trademarks specifically listed in Schedule 1 to this Trademark Assignment (collectively, the "Marks"); and

(b) the following properties and rights with respect to all Marks so listed in Schedule 1:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Schedule 1; and

(iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark.

This Trademark Assignment is made in connection with the sale of the entire business to which the Marks relate. As of the date first set forth above, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Marks and related rights


described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above.

This Trademark Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature to this Assignment in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment as of the date first set forth above.

SUPERIOR GRAPHITE CO.

BY: 
NAME: Edward O. Carney
TITLE: President & CEO

[Signature Page to Trademark Assignment]

SCHEDULE 1 - REGISTERED TRADEMARKS

Trademark	Country	Registration No.	Registration Date
SLIP PLATE	United States	1137164	June 24, 1980
SEED SLIK	United States	1480318	March 15, 1988
SureCoat	United States	2710106	April 22, 2003
Slippery when Dry!	United States	4540691	May 27, 2014