OP \$65.00 3762722

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM440303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Timco, Inc.		06/23/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Western Slate Company	
Also Known As:	W.S.Hampshire, Inc.	
Street Address:	365 Keyes Ave,	
City:	Hampshire	
State/Country:	ILLINOIS	
Postal Code:	60140	
Entity Type:	Corporation: ILLINOIS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3762722	TIMCOLOC
Registration Number:	3698531	TIMCOLITE

CORRESPONDENCE DATA

Fax Number: 312-346-23

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: 312-696-2503

Email: wwalker@nisen.com

Correspondent Name: William Walker

Address Line 1: 200 W. Adams St., suite 2500 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	William Walker	
SIGNATURE:	/William Walker/	
DATE SIGNED:	08/23/2017	

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is made and entered into as of June 23, 2017 by and between Timco Inc., a New York corporation ("<u>Assignor</u>"), and Western Slate Company d/b/a WS Hampshire, Inc., an Illinois corporation ("<u>Assignee</u>").

WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the certain trademarks and/or trade names including the registered trademarks listed on Schedule A, and the good will of its business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to assign to Assignee all right, title, and interest in and to the Marks in the United States in connection with any and all goods and services identified by the Marks;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Transfer and Assignment</u>. Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and the right to recover for damages and profits and other remedies for infringement of the Marks, subject to the terms of the Asset Purchase Agreement dated June 23, 2017 between Assignor and Assignee.
- 2. <u>Further Documentation and Actions</u>. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts (but without cost to Assignor) reasonably deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Marks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

TIMCO INC.

Name: Marc Wolfe.
Title: 1/2 0 1 1

[IP Transfer Agreement Signature Page]

SCHEDULE "A" Trademarks

Timcoloc® US Registration No. 3762722 Timcolite® US Registration No. 3698531

RECORDED: 08/23/2017