# OP \$65.00 4331170

ETAS ID: TM440107

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Huron Technologies, Inc.		06/27/2016	Corporation: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Chem-Trend Limited Partnership	
Street Address:	1445 West McPherson Park Drive	
City:	Howell	
State/Country: MICHIGAN		
Postal Code:	48843	
Entity Type:	Limited Partnership: MICHIGAN	

# **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark	
Registration Number:	4331170	HURON TECHNOLOGIES, INC.	
Registration Number:	4323652	HURON TECHNOLOGIES, INC.	

#### **CORRESPONDENCE DATA**

**Fax Number:** 7343545755

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:** 7343545531

Email: connie.mclean@fnacc.com

Correspondent Name: Daniel J. Sepanik

Address Line 1: 47774 West Anchor Court
Address Line 4: Plymouth, MICHIGAN 48170

NAME OF SUBMITTER:	Connie McLean	
SIGNATURE:	/Connie McLean/	
DATE SIGNED:	08/22/2017	

#### **Total Attachments: 4**

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### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made and entered into as of June 27, 2016, between Huron Technologies, Inc., a corporation organized under the laws of the State of Michigan ("Seller"), and Chem-Trend Limited Partnership, a limited partnership organized under the laws of the State of Delaware ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of June 17, 2016 (the "Purchase Agreement") between Buyer and Seller;

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment under the Purchase Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and/or corresponding entities or agencies in any applicable jurisdictions;

# NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):
- (a) the Intellectual Property as identified in Section 2.1(d) of the Purchase Agreement, including, without limitation, the trademark registrations and applications and all issuances, extensions and renewals thereof set forth in Schedule 1, hereto (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; and
- (d) any and all claims and causes of action, with respect to the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and/or the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

		executed and delivered this IP Assignment as
	of the date first above written.	HURON TECHNOLOGIES, INC.
		By:   Source:   Source:
	State of Michigan ) ss.	*
	County of Valleri	
	Subscribed and sworn to before me this  BETH SUSAN DANNA Notary Public - Michigan Oakland County My Commission Expires Apr 17, 2018 Acting in the County of Academic	day of the ,2016.  BED , Notary Public  Obligation County
	AGREED TO AND ACCEPTED:	COMPANY:
		CHEM-TREND LIMITED PARTNERSHIP
		By:
		By: ————————————————————————————————————
S	State of Michigan )	
(	County of Meletine ) ss.	
\$	Subscribed and sworn to before me this 27	the day of the 2016.
	BETH SUSAN DANNA  Notary Public - Michigan  Oakland County  My Commission Expires Apr 17, 2018  Acting in the County of Color Control  ESIGNATURE PAGE TO NITE! I ECTIVAL B	Beth Sisc, Differ, Notary Public  Called County

TRADEMARK
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# SCHEDULE 1

# ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

COUNTRY	MARK	app. Number	APP. DATE	REG.	REG. DATE
UNITED STATES	HURON TECHNOLOGIES, INC. (AND DESIGN)	85/700,736	AUG. 10, 2012	4,331,170	MAY 7, 2013
UNITED STATES	HURON TECHNOLOGIES, INC.	85/702,839	AUGUST 14, 2012	4,323,652	APRIL 23, 2013
CHINA	HURON	13360912	OCT. 14, 2013	13360912	FEBRUARY 7, 2015
CHINA	HURON TECHNOLOGIES, INC. (AND DESIGN)	13360903	OCT. 14, 2013	13360903	APRIL 21, 2015

[SCHEDULE 1 TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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**RECORDED: 08/22/2017**