

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443818

<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>
PP Industries, LLC		09/18/2017	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PPA Industries, Inc.		
<b>Street Address:</b>	430 3rd Avenue NW		
<b>City:</b>	Hickory		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28601-4983		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76571009	TRUE BLUE	
<b>Serial Number:</b>	76621474	TRUE BLUE IN EVERYTHING WE DO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>	317-713-3412		
<b>Email:</b>	twagner@taftlaw.com		
<b>Correspondent Name:</b>	Tiffini S. Wagner		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Tiffini S. Wagner, Paralegal		
<b>SIGNATURE:</b>	/Tiffini S. Wagner/		
<b>DATE SIGNED:</b>	09/20/2017		
<b>Total Attachments: 7</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated as of September 18, 2017, is made and entered into by and between PP Industries, LLC, a North Carolina limited liability company, f/k/a Protect Plus Industries, LLC ("Assignor"), and PPA Industries, Inc., an Indiana corporation ("Assignee").

### RECITALS

Assignor is the owner of intellectual property, including, without limitation, inventions, designs, licenses, patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, trade dress, trade secrets, copyrights, copyright applications and copyright registrations (collectively, the "Property"), that Assignor desires to transfer to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1 General. Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the Property. Schedule A attached hereto set forth the Property that is registered with a governmental authority.

1.2 Patents. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the inventions and the subject matter disclosed in the patents and patent applications included in the Property, and in and to all letters patent domestic or foreign issued or to be obtained thereon, all related reissues, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations, and any patent application claiming priority to any of the aforementioned applications, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union and all licenses related to any of the foregoing, as well as the right to recover for past infringement of such patents and any prior breach of such licenses.

(b) Assignor authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to issue to Assignee, its successors and assigns, all letters patent domestic and foreign granted upon the subject matter transferred herewith.

1.3 Trademarks. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and

applications for registration of the trademarks, service marks, trade dress, and trade names included in the Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

1.4 Copyrights. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Property, all unregistered copyrights included in the Property, all rights to recover for past infringement of such copyrights, and all licenses related to any of the foregoing, including the right to recover for any prior breach thereof.

(b) Assignor hereby authorizes the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, relating thereto.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Property in the countries in which such Property is protected.

3. Terms of the Purchase Agreement.

This Assignment is entered into in connection with the transactions contemplated by that certain Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and the other parties signatory thereto. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Property are incorporated herein by this reference. The parties hereto acknowledge and agree that 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.

[SIGNATURE PAGE FOLLOWS]






SCHEDULE A

**Registered Patents:**

<b>PATENT</b>	<b>APP NUMBER</b>	<b>PATENT NUMBER</b>	<b>ASSIGNEE</b>
<b>AIR SCENT DEVICE</b>	<b>14/657,164 Filed 03/13/15</b>	<b>9,629,937 - Granted 4- 25-17</b>	<b>Protect Plus Industries, LLC</b>
<b>AIR SCENT DEVICE</b>	<b>61/952,991 Filed 3/14/14</b>		<b>Protect Plus Industries, LLC</b>
<b>METHOD FOR APPLICATION OF PERFORMING ENHANCING ADDITIVES ONTO AIR FILTRATION MEDIA</b>	<b>62/353,070 Filed 6/22/16</b>		<b>Protect Plus Industries, LLC</b>
<b>AIR FILTRATION MEDIA WITH PERFORMING ENHANCING ADDITIVES AND METHOD FOR APPLICATION THEREOF</b>	<b>15/630,352 Filed 6/22/17</b>		<b>Protect Plus Industries, LLC</b>



**Registered Trademarks:**

<b>Owner Country</b>	<b>Application No. /Filing Date Mark Class</b>
Protect Plus Industries, LLC (Assigned 10/15/2013)	  76/571,009/January 20, 2004  TRUE BLUE Design  11
Protect Plus Industries, LLC (Assigned 10/15/2013)	76/621,474/November 18, 2004  TRUE BLUE IN EVERYTHING WE DO