OP \$515.00 8749311

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445372

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| Weld-Aid Products, Inc. | | 09/15/2017 | Corporation: MICHIGAN |

RECEIVING PARTY DATA

| Name: | CRC Industries, Inc. |
|-----------------|---------------------------|
| Street Address: | 885 Louis Drive |
| City: | Warminster |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 18974 |
| Entity Type: | Corporation: PENNSYLVANIA |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark | |
|----------------|----------|--------------------|--|
| Serial Number: | 87493114 | 1ST ZINC | |
| Serial Number: | 78467400 | #2 | |
| Serial Number: | 78467415 | 350 | |
| Serial Number: | 78192131 | BRITE | |
| Serial Number: | 74044350 | BRITE ZINC | |
| Serial Number: | 86562986 | FRACSURE | |
| Serial Number: | 78467420 | HD | |
| Serial Number: | 73733945 | LUBE-MATIC | |
| Serial Number: | 73733920 | NOZZLE-DIP | |
| Serial Number: | 73733919 | NOZZLE-KLEEN | |
| Serial Number: | 73702220 | NOZZLE-KLEEN #2 | |
| Serial Number: | 85415754 | SPOT-ON | |
| Serial Number: | 78364043 | WELD-AID | |
| Serial Number: | 73734003 | WELD-KLEEN | |
| Serial Number: | 73702219 | WELD-KLEEN 350 | |
| Serial Number: | 75228551 | WELDZONE | |
| Serial Number: | 72267918 | YORK'S SPAT-R-PRUF | |
| Serial Number: | 72267917 | YORK'S SPAT-R-WAY | |
| Serial Number: | 86659050 | NOZZLE-KLEEN GREEN | |

TRADEMARK REEL: 006168 FRAME: 0051

900423266

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 86659056 | WELD-KLEEN GREEN |

CORRESPONDENCE DATA

Fax Number:

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.

Email: jordan.lavine@flastergreenberg.com

Correspondent Name: JORDAN A. LAVINE Address Line 1: 1835 Market Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103

| NAME OF SUBMITTER: | JORDAN A. LAVINE |
|--------------------|------------------|
| SIGNATURE: | /jordan lavine/ |
| DATE SIGNED: | 10/02/2017 |

Total Attachments: 8

source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif source=assignment#page7.tif source=assignment#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("<u>Trademark Assignment</u>"), dated as of September 15, 2017 is made by Weld-Aid Products, Inc. ("<u>Assignor</u>"), a Michigan corporation, in favor of CRC Industries, Inc. ("<u>Assignee</u>"), a Pennsylvania corporation, pursuant to that certain Asset Purchase Agreement between Assignee, Assignor, Steven T. Smith, an individual and Peter Wong, an individual, dated as of the date hereof (the "<u>Purchase Agreement</u>").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, and 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "<u>Assigned IP</u>"):
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee

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 Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark 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 Trademark 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 Trademark 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).

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

WELD-AID PRODUCTS, INC.

By:

Name: Steven T, Smith

Title: President

Address for Notices: 14650 Dequindre Street Detroit, MI 48212

Attention: Steven T. Smith

Agreed and Accepted;

ASSIGNEE:

CRC INDUSTRIES, INC.

By:

Name: Wayne King

Title: President, CRC Americas

Address for Notices:

Care of: Berwind Corporation 3000 Centre Square West

1500 Market Street

Philadelphia, Pennsylvania 19102

Attention: Saul Treiman

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

| A | S | S | I | G | ١ | Ī | n | R | • |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

WELD-AID PRODUCTS, INC.

By: _____

Name: Steven T. Smith

Title: President

Address for Notices: 14650 Dequindre Street Detroit, MI 48212

Attention: Steven T. Smith

Agreed and Accepted:

ASSIGNEE:

CRC INDUSTRIES, INC.

Name: Wayne King

Title: President, CRC Americas

Address for Notices:

Care of: Berwind Corporation

3000 Centre Square West

1500 Market Street

Philadelphia, Pennsylvania 19102

Attention: Saul Treiman

REEL: 006168 FRAME: 0056

Schedule 1

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

DMEAST #30486626 v1

List of Trademarks - Weld-Aid Products, Inc.

| Pending | | | SU | 87/493,114 | 1ST ZINC | 068030.00032 |
|------------|-------------------|-----------------|------|-----------------|----------------------------|--------------|
| Abandoned | | | SU | 75/548,175 | BASELINE | 068030.00031 |
| Closed | | | SU | | BRIGHT GALV | 068030.00030 |
| Unfiled | | | SU | | INTEGRATED ROBOTIC SYSTEMS | 068030.00023 |
| Closed | | | SU | 74/524,296 | ARCTIC KOOL | 068030.00022 |
| Registered | Mar 12, 1991 | 1637299 | SU | 73/734,003 | WELD-KLEEN | 068030.00021 |
| Registered | Sep 14, 1999 | 2278298 | SU | 75/228,551 | WELDZONE | 068030.00019 |
| Registered | Sep 14, 1999 | 2278298 | SU | 75/228,551 | WELDZONE | 068030.00019 |
| Abandoned | | | SU | 75/228,554 | WIRE KLEENER | 068030.00018 |
| Closed | Dec 27, 1994 | 1870263 | SU | 74/051,267 | STEALTH SHIELD | 068030.00017 |
| Registered | Aug 27, 1993 | 415968 | CA | 692,914 | BRITE ZINC | 068030.00016 |
| Registered | Jul 13, 1993 | 1780940 | SU | 74/044,350 | BRITE ZINC | 068030.00015 |
| Registered | May 11, 1990 | 368683 | CA | 630,955 | WELD-KLEEN | 068030.00014 |
| Registered | Jul 9, 1993 | 414305 | CA | 609,040 | WELD-KLEEN 350 | 068030.00013 |
| Registered | Apr 7, 1992 | 1681689 | SU | 73/702,219 | WELD-KLEEN 350 | 068030.00012 |
| Registered | Jul 4, 1989 | 1545942 | SU | 73/733,920 | NOZZLE-DIP | 068030.00011 |
| Registered | Nov 3, 1989 | 362172 | CA | 609,041 | NOZZLE-KLEEN #2 | 068030.00010 |
| Registered | Jan 17, 1989 | 1520366 | SU | 73/702,220 | NOZZLE-KLEEN #2 | 068030.00009 |
| Registered | Sep 15, 1989 | 360468 | CA | 619,209 | NOZZLE-KLEEN | 068030.00008 |
| Registered | Apr 1, 1996 | 16212 | ΕM | 16212 | LUBE-MATIC | 068030.00007 |
| Registered | May 29, 1990 | 1598094 | SU | 73/733,945 | LUBE-MATIC | 068030.00006 |
| Registered | Apr 4, 1989 | 1532503 | SU | 73/733,919 | NOZZLE-KLEEN | 068030.00005 |
| Registered | Apr 1, 1996 | 16204 | ΕM | 16204 | WELD-KLEEN | 068030.00004 |
| Abandoned | Oct 13, 1998 | 2194740 | SU | 75/228,570 | ARCSTAR | 068030.00003 |
| Abandoned | | | SU | 74/523,970 | NOZZLE-KLEEN GREEN | 068030.00002 |
| Registered | Apr 1, 1996 | 16220 | EM | 16220 | NOZZLE-KLEEN | 068030.00001 |
| STATUS | REGISTRATION DATE | REGISTRATION NO | CTRY | APPLICATION NO. | TITLE | FILE NO. |

| Unfiled | | | SU | | GIRLIE GIRL | 068030.00098 |
|------------|--------------|-----------|----|------------|-----------------|--------------|
| Closed | | | SU | 77/306,940 | D CITI | 068030.00092 |
| Closed | | | SU | 78/826,622 | MO' CITY | 068030.00091 |
| Lapsed | | | SU | 78/826,618 | D MOTO' CITY | 068030.00090 |
| Closed | Nov 19, 2007 | R198846 | 몬 | 286148 | LUBE-MATIC | 068030.00084 |
| Registered | Mar 11, 2008 | 826777201 | Ŗ | 826777201 | WELD-AID | 068030.00083 |
| Registered | Jun 15, 2005 | 885807 | MX | 671055 | WELD-AID | 068030.00082 |
| Registered | Nov 21, 2006 | 3174979 | SU | 78/467,420 | 픙 | 068030.00081 |
| Registered | Oct 4, 2005 | 3004250 | SU | 78/467,415 | 350 | 068030.00080 |
| Registered | Sep 27, 2005 | 3001775 | SU | 78/467,400 | #2 | 068030.00079 |
| Registered | Dec 21, 2005 | 3978384 | ΕM | 3978384 | WELD-AID | 068030.00078 |
| Registered | Mar 11, 2008 | 826777210 | 界 | 826777210 | WELD-AID | 068030.00077 |
| Registered | Oct 31, 2005 | 906670 | MX | 671054 | WELD-AID | 068030.00076 |
| Registered | Jan 18, 2006 | 656798 | CA | 1,226,225 | WELD-AID | 068030.00075 |
| Abandoned | Oct 4, 1983 | 1253351 | SU | 73/347,574 | RE-SEAT RE-FACE | 068030.00074 |
| Opposed | Jun 29, 1998 | 874396 | ΕM | 874396 | WELD ZONE | 068030.00071 |
| Registered | Sep 13, 2005 | 2994533 | SU | 78/364,043 | WELD-AID | 068030.00070 |
| Registered | Apr 26, 2006 | 663311 | CA | 1,176,002 | BRITE | 068030.00068 |
| Closed | | | EM | 003145349 | BRITE | 068030.00067 |
| Registered | Nov 2, 2004 | 2899394 | SU | 78/192,131 | BRITE | 068030,00066 |
| Opposed | | | SU | 76/378,883 | BRITE GAL V | 068030.00065 |
| Abandoned | | | SU | 76/397,493 | ARCTIC ICE | 068030,00060 |
| Closed | | | SU | 76/209,089 | STEALTH SHIELD | 068030.00052 |
| Closed | Sep 24, 2004 | 156945 | 믿 | Z230811 | LUBE-MATIC | 068030.00051 |
| Closed | Sep 27, 2004 | 158267 | 믿 | Z230812 | WELD KLEEN | 068030.00050 |
| Closed | Sep 27, 2004 | 158268 | 몬 | Z230813 | NOZZLE KLEEN | 068030.00049 |
| Opposed | | | ΕM | 1122613 | WELDSTONE | 068030.00046 |
| Closed | Nov 19, 2002 | 2652816 | SU | 75/899,900 | TOUCHLESS | 068030.00042 |
| Abandoned | | | SU | 75/651,749 | LITTLE JOHN | 068030.00036 |
| Abandoned | | | SU | 75/516,369 | TOUCHLESS | 068030.00035 |
| Registered | Jun 29, 1998 | 874396 | EM | 874396 | WELD ZONE | 068030.00033 |

| | | | | | XQ. | 82 results displayed |
|------------|--------------|-----------|----|-------------|------------------------------------|----------------------|
| Registered | Feb 25, 2016 | 1617477 | MX | 1683015 | WELD-KLEEN GREEN | 068030.00135 |
| Allowed | | | CA | 1,755,240 | WELD-KLEEN GREEN | 068030.00134 |
| Registered | Feb 25, 2016 | 1617478 | MX | 1683017 | NOZZLE-KLEEN GREEN | 068030.00133 |
| Allowed | | | CA | 1,755,233 | NOZZLE-KLEEN GREEN | 068030.00132 |
| Allowed | | | SU | 86/659,056 | WELD-KLEEN GREEN | 068030.00130 |
| Allowed | | | SU | 86/659,050 | NOZZLE-KLEEN GREEN | 068030.00129 |
| Registered | May 31, 2016 | 4970102 | SU | 86/562,986 | FRACSURE | 068030.00128 |
| Registered | Sep 19, 2014 | 00008956 | PE | 571275-2014 | SPATTER WELD-AID PROTECTION (LOGO) | 068030.00125 |
| Registered | Sep 19, 2014 | 00008956 | PE | 571275-2014 | SPATTER WELD-AID PROTECTION (LOGO) | 068030.00125 |
| Closed | | | 界 | 840000529 | BRITE ZINC | 068030.00123 |
| Closed | | | 界 | 840020309 | FRACSURE | 068030.00122 |
| Closed | | | 界 | 840000456 | LUBE-MATIC | 068030.00121 |
| Closed | | | 界 | 840000472 | WELD-KLEEN 350 | 068030.00120 |
| Closed | | | 籽 | 840000545 | WELD-KLEEN | 068030.00119 |
| Closed | | | 界 | 840000499 | NOZZLE-KLEEN | 068030.00118 |
| Registered | Aug 12, 2014 | TMA883838 | CA | 1,542,053 | SPOT-ON | 068030.00117 |
| Registered | Oct 2, 2012 | 4219256 | SU | 85/415,754 | SPOT-ON | 068030.00116 |
| Registered | Sep 8, 2015 | TMA913343 | CA | 1,542,373 | FRACSURE | 068030.00115 |
| Registered | Jul 18, 2012 | 1298222 | MX | 1210836 | FRACSURE | 068030.00114 |
| Closed | | | SU | 85/415,738 | FRACSURE | 068030.00113 |
| Closed | | | MX | 1223536 | SPOT-ON | 068030.00112 |
| Abandoned | | | CA | 1,537,447 | SPOT-ON | 068030.00111 |
| Closed | | | SU | 85/369,995 | SPOT-ON | 068030.00110 |
| Registered | Feb 10, 1970 | 0885872 | SU | 72/267,918 | YORK'S SPAT-R-PRUF | 068030.00108 |
| Registered | May 6, 1969 | 0868932 | SU | 72/267,917 | YORK'S SPAT-R-WAY | 068030.00107 |

RECORDED: 10/02/2017