

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRY-LAM, LLC		10/31/2017	Limited Liability Company: KANSAS
EIKO HOLDINGS, LLC		10/31/2017	Limited Liability Company: KANSAS

## RECEIVING PARTY DATA

<b>Name:</b>	MARTIN YALE INDUSTRIES, LLC
<b>Street Address:</b>	2013 W. WACKERLY STREET
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	MIDLAND
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48640
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2821036	CLEANSTAR
Registration Number:	2367600	COLORTAC
Registration Number:	4190130	COLORTAC DMT
Registration Number:	4320293	COLORTAC/DMT
Registration Number:	2662644	DMT
Registration Number:	4423811	DRY-LAM
Registration Number:	1599223	DRY-LAM
Registration Number:	1598586	DRY-LAM
Registration Number:	4423812	DRY-LAM

## CORRESPONDENCE DATA

Fax Number: 8446706009

*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: 248-433-7200

Email: khopf@dickinsonwright.com

Correspondent Name: Dickinson Wright PLLC

OP \$240.00 2821036

**Address Line 1:** 2600 WEST BIG BEAVER ROAD  
**Address Line 2:** SUITE 300  
**Address Line 4:** Troy, MICHIGAN 48084-3312

**NAME OF SUBMITTER:** CRAIG A. PHILLIPS

**SIGNATURE:** /CRAIG A. PHILLIPS/

**DATE SIGNED:** 11/02/2017

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "IP Assignment") is entered into as of October 31, 2017, by and between **DRY-LAM, LLC**, a Kansas limited liability company ("Seller") and **MARTIN YALE INDUSTRIES, LLC**, a Michigan limited liability company ("Buyer"), and joined in by **EIKO HOLDINGS, LLC**, a Kansas limited liability company ("EIKO"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as hereinafter defined).

### BACKGROUND

The parties hereto have entered into that certain Asset Purchase Agreement, made as of October 31, 2017 (as the same may be amended, modified or supplemented, the "Asset Purchase Agreement"), which provides, among other things, for the sale and assignment by Assignor to Assignee of the Purchased Assets.

### AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, pursuant to the Asset Purchase Agreement, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to any and all of the following in any jurisdiction throughout the world (the "Assigned IP"): any and all intellectual property of every kind and description anywhere in the world owned, used or licensed by Seller for the Business, including, but not limited to:

(a) any and all United States and foreign:

- (i) patents (registered and unregistered) and applications thereof,
- (ii) trademarks (registered and unregistered), and the goodwill of the business symbolized thereby, and associated applications and registrations identified on Exhibit A, which is attached and incorporated herein by reference,
- (iii) service marks (registered and unregistered) and applications thereof, and the goodwill of the business symbolized thereby,
- (iv) copyrights (registered and unregistered) and applications thereof,
- (v) trade dresses, trade names, logos and Seller names (including fictitious names or "doing business as" names),
- (vi) design rights (registered and unregistered) and applications thereof,
- (vii) domain names, web sites and the contents and material contained therein;

(b) trade secrets, confidential information and inventions (whether registerable or unregisterable and whether or not reduced to tangible form), know-how, manufacturing and production processes, recipes, formulas, product and product information, techniques, research and development, information, drawings, specifications, designs, plans, proposals, technical data, strategies, operating procedures, customer and supplier lists, financial and marketing information, business and financial models, future plans, information systems, training, compensation strategies, retail marketing and promotions, logistic strategy and planning, construction techniques and strategies;

(c) any Software; and

(d) any rights associated therewith, including enforcement rights, and any goodwill or common law rights associated with any of the foregoing.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller and EIKO shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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.

5. 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.


*[Signature page to follow]*

WHEREOF, the parties hereto have signed this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

**MARTIN YALE INDUSTRIES, LLC,**  
a Michigan limited liability company

By: LV2 Strategic Partners, LLC, a Michigan  
limited liability company, its Manager

By:   
John C. Pollock, Member

SELLER:

**DRY-LAM, LLC,**  
a Kansas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EIKO:

**EIKO HOLDINGS, LLC,**  
a Kansas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Intellectual Property Assignment Agreement]

WHEREOF, the parties hereto have signed this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

**MARTIN YALE INDUSTRIES, LLC,**  
a Michigan limited liability company

By: LV2 Strategic Partners, LLC, a Michigan  
limited liability company, its Manager

By: \_\_\_\_\_  
John C. Pollock, Member

SELLER:

**DRY-LAM, LLC,**  
a Kansas limited liability company

By: Richard C Laird

Name: Richard C Laird

Title: President/CEO

EIKO:

**EIKO HOLDINGS, LLC,**  
a Kansas limited liability company

By: Richard C Laird


Name: Richard C Laird

Title: President/CEO

[Signature Page to Intellectual Property Assignment Agreement]

**EXHIBIT A**

Registered Trademarks

Title	Serial No.	Registration No.
CLEANSTAR	76/511,638	2,821,036
COLORTAC	75/541,507	2,367,600
COLORTAC DMT	85/501,466	4,190,130
COLORTAC/DMT	85/687,746	4,320,293
DMT	76/338,532	2,662,644
DRY-LAM	85/529,132	4,423,811
DRY-LAM	73/783,111	1,599,223
DRY-LAM	73/783,161	1,598,586
	85/529,145	4,423,812

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