

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Para Tech Coating, Inc.		02/08/2017	Corporation:
The Para Tech Charitable Remainder Trust		02/08/2017	Charitable Trust:
RECEIVING PARTY DATA			
Name:	Metal Improvement Company, LLC		
Street Address:	80 Route 4 East		
Internal Address:	Suite 310		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2869945	PTC	
Registration Number:	3419414	CONFORMX	
CORRESPONDENCE DATA			
Fax Number:	2165796073		
<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>			
Phone:	216-579-1700		
Email:	dcorpus@pearne.com		
Correspondent Name:	Deborah L. Corpus		
Address Line 1:	1801 East 9th Street, Suite 1200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	MIM3-58501		
NAME OF SUBMITTER:	Deborah L. Corpus		
SIGNATURE:	/Deborah L Corpus/		
DATE SIGNED:	12/01/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into this 8th day of February, 2017, by and among PARA TECH COATING, INC., a California corporation, and THE PARA TECH CHARITABLE REMAINDER TRUST (together, the "Sellers"), and METAL IMPROVEMENT COMPANY, LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated as of February 8, 2017, by and among Sellers, Buyer, and Paul Stewart and Peltek, Inc. for the limited purpose identified therein (the "Purchase Agreement"), Buyer has agreed to purchase, acquire and accept from Sellers, and Sellers have agreed to sell, transfer, assign, convey, set over and deliver to Buyer, all right, title and interest of each Seller in and to the Purchased Assets (as defined in the Purchase Agreement), including, without limitation, "Sellers Intellectual Property" (as such term is defined in the Purchase Agreement).

B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment Agreement by Buyer and Sellers.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement, Sellers do hereby sell, transfer, assign, convey, set over and deliver to Buyer all right, title and interest of each Seller in and to Sellers Intellectual Property.

2. Waiver of Claims. Sellers do hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to Sellers Intellectual Property, and do hereby agree that no rights in or to any of Sellers Intellectual Property shall be retained by Sellers.

3. Further Assurances. From and after the date hereof, Sellers shall execute such further instruments of assignment as Buyer, or its successors or assigns, may reasonably request in order to evidence the assignment of Sellers Intellectual Property evidenced hereby.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law; Jurisdiction; Waiver of Jury Trial. THIS ASSIGNMENT AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LEGAL REQUIREMENTS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE DELAWARE COURT OF CHANCERY AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE AND THE RESPECTIVE APPELLATE COURTS THEREOF OVER ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT AND IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO SUCH SUIT,

ACTION OR OTHER PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT. EACH PARTY TO THIS ASSIGNMENT AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.


6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. The reproduction of signatures by means of a telecopying device or PDF and submitted by electronic mail shall be treated as though such reproductions are executed originals and each party hereto covenants and agrees to provide the other parties hereto with a copy of this Assignment Agreement bearing original signatures within ten (10) business days following transmittal by facsimile but failure to so provide shall not affect the validity of execution and delivery of this Assignment Agreement as provided above.

[Signature page follows]

IN WITNESS WHEREOF, Sellers and Buyer have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLERS:

PARA TECH COATING, INC.

By: 
Name: Paul Stewart
Title: President and CEO

THE PARA TECH CHARITABLE
REMAINDER TRUST

By: 
Name: Paul Stewart
Title: Trustee

BUYER:

METAL IMPROVEMENT COMPANY,
LLC

By: _____
Name: David Rivellini
Title: President

IN WITNESS WHEREOF, Sellers and Buyer have caused this Intellectual Property Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLERS:

PARA TECH COATING, INC.

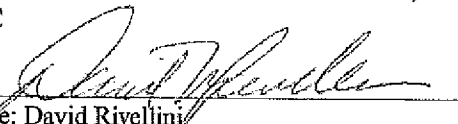
By: _____
Name: Paul Stewart
Title: President and CEO

THE PARA TECH CHARITABLE
REMAINDER TRUST

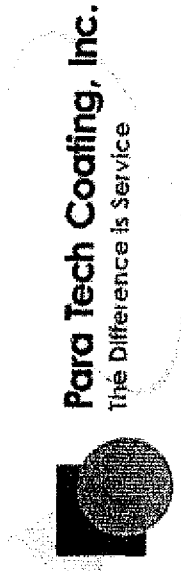
By: _____
Name: Paul Stewart
Title: Trustee

BUYER:

METAL IMPROVEMENT COMPANY,
LLC

By: 
Name: David Rivellini
Title: President

SCHEDULE A.3.4(a)
TRUST INTELLECTUAL PROPERTY ASSETS

	DESCRIPTION OF ASSET
1.	Trademark for ConformX, USPTO Registration Number 3419414 with registration date of April 29, 2008. Registrant is Para Tech Coating, Inc.
2.	Trademark for PTC, USPTO Registration Number 2869945 with registration date of August 3, 2004. Registrant is Para Tech Coating, Inc.
3.	<p>Trademark for Word Mark / Mark Drawing "Para Tech Coating, Inc. The Difference is Service (see image below), USPTO Registration Number 3970842 with registration date of May 31, 2011.</p> <div style="text-align: center;">  <p>Para Tech Coating, Inc. The Difference is Service</p> </div>

**SCHEDULE B.3.17(a)
COMPANY SELLER INTELLECTUAL PROPERTY ASSETS**

None.