

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master Coating Technologies, LLC		11/06/2017	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	ICP Construction, Inc.		
Street Address:	150 Dascomb Road		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2872642	FASTFIX	
Registration Number:	4336101	LIGHT VISION	
Registration Number:	3821830	LIQUAPEARL	
Registration Number:	2411255	LLUMINATIONS	
Registration Number:	3869444	PEARL PROTECTOR	
Registration Number:	1124373	POLOMYX	
Registration Number:	2933059	PRETTY. TOUGH. PAINT.	
Registration Number:	4156953	SCRUBTOUGH	
Registration Number:	4107811	SCUFFMASTER	
Registration Number:	1914422	SPECTURA	
Registration Number:	1570527	ZOLATONE	
Registration Number:	1010891	ZOLATONE PROCESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6124927000		
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A Bowman		

OP \$315.00 2872642

Address Line 1: 200 South Sixth Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Megan A. Bowman

SIGNATURE: /Megan A. Bowman/

DATE SIGNED: 12/27/2017

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made as of November 6, 2017 by and between ICP Construction, Inc., a Massachusetts corporation (the "Purchaser") and Master Coating Technologies, LLC, a Minnesota limited liability company (the "Seller"), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement by and between Purchaser and Seller, along with certain other parties, dated of even date herewith (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to convey to Purchaser all of Seller's rights, title, and interests in and to the Intellectual Property of Seller included among the Assets (subject to exclusion of the Excluded Assets), including, but not limited to, the Intellectual Property listed on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby sells, transfers, conveys and assigns to Purchaser, and Purchaser hereby accepts and acquires, all of Seller's rights, title and interest in, under and to, all Intellectual Property included among the Assets (subject to exclusion of the Excluded Assets).
2. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns.
3. Terms of the Purchase Agreement. Each of the parties hereto acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this IP Assignment Agreement but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement will govern.
4. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Purchaser or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.
5. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment Agreement must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment Agreement, each party hereto (a) accepts, generally and unconditionally, the

exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment Agreement, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party hereto waives the right to a jury trial with respect to any dispute related to this IP Assignment Agreement.

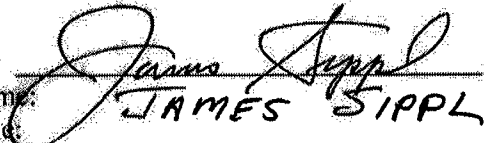
6. Counterparts. This IP Assignment Agreement may be executed in counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) will be deemed to be original signed versions of this IP Assignment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

SELLER:

MASTER COATING TECHNOLOGIES, LLC

By: 
Name: JAMES SIPPL
Title: CFO

BUYER:

ICP CONSTRUCTION, INC.

By: _____
Name: Douglas Mattscheck
Title: President

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006236 FRAME: 0831

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

SELLER:

MASTER COATING TECHNOLOGIES, LLC

By: _____
Name:
Title:

BUYER:

ICP CONSTRUCTION, INC.

By: 
Name: Douglas Mattscheck
Title: President

[Signature Page to IP Assignment Agreement]


EXHIBIT A
Seller's Intellectual Property

TRADEMARK APPLICATIONS/REGISTRATIONS:


Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Goods/Services
LLUMINATIONS	App 793903 Reg 793903	App 12-MAY-1999 Reg 12-MAY-1999	Australia	Master Coating Technologies, LLC	02 paints
POLOMYX	App 578348 Reg 578348	App 14-MAY-1992 Reg 14-MAY-1992	Australia	Master Coating Technologies, LLC	02 paints and finishes; colorants, varnishes and lacquers; products in this class for use by painters and decorators
ZOLATONE	App 548968 Reg 548968	App 17-JAN-1991 Reg 17-JAN-1991	Australia	Master Coating Technologies, LLC	02 all goods in this class including paints, varnishes, lacquers, preservatives, including nitro cellulose base multi coloured lacquers and terpolymer chemically treated oils and other protective bases
ZOLATONE	App 817016961 Reg 817016961	App 15-DEC-1992 Reg 22-AUG-2000	Brazil	MASTER COATING TECHNOLOGIES, LLC	goods and services computerised translation: lacquers, varnishes, paints of latex, paints of enamel, wooden preservatives, and other coatings ~protetores~ decorative, in the form of paints, applied in liquid form at surfaces of metal, wood, masonry, ~emboço~ and cement for coating and the ~proteção~ thereof.
LLUMINATIONS	App 1015047 Reg TMA561371	App 12-MAY-1999 Reg 06-MAY-2002	Canada	Master Coating Technologies, LLC	(1) interior paints.
POLOMYX	App 716195 Reg TMA438682	App 02-NOV-1992 Reg 03-FEB-1995	Canada	Master Coating Technologies, LLC	(1) paints and finishes.
ZOLATONE	App 608888 Reg TMA363287	App 10-JUN-1988 Reg 10-NOV-1989	Canada	Master Coating Technologies, LLC	(1) paint, varnishes, lacquers and liquids for coating surfaces of metal, wood, drywall, plaster and cementitious surfaces as protection against chemical and mechanical effects.
波洛密思	App 761765 Reg 761765	App 30-DEC-1993 Reg 21-AUG-1995	China	MASTER COATING TECHNOLOGIES, LLC	subclass description: colourants, mordants (not include colourants for foodstuffs) paints, varnishes and those accessory materials; enamels preservatives against rust and against deterioration of wood goods and services

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Goods/Services
					computerised translation: surface protection and decorative coatings; including latex; lacquers and other paints; painting varnishes; preservative; mordant
POLOMYX	App 616995 Reg 616995	App 25-NOV-1991 Reg 10-NOV-1992	China	MASTER COATING TECHNOLOGIES,LLC	subclass description: paints, varnishes and those accessory materials; enamels preservatives against rust and against deterioration of wood goods and services computerised translation: paint; paint; varnish; preservatives and protective and decorative coatings
素拉同	App 761764 Reg 761764	App 30-DEC-1993 Reg 21-AUG-1995	China	MASTER COATING TECHNOLOGIES,LLC	subclass description: colourants, mordants (not include colourants for foodstuffs) paints, varnishes and those accessory materials; enamels preservatives against rust and against deterioration of wood goods and services computerised translation: surface protection and decorative coatings; including latex; lacquer; and other paint; varnish; painting; preservatives; mordant
ZOLATONE	App 616994 Reg 616994	App 25-NOV-1991 Reg 10-NOV-1992	China	MASTER COATING TECHNOLOGIES,LLC	subclass description: paints, varnishes and those accessory materials; enamels preservatives against rust and against deterioration of wood goods and services computerised translation: paint; paint; varnishes; preservative; and protective and decorative coatings
POLOMYX	App 48066 Reg 48066	App 01-APR-1996 Reg 19-DEC-1997	EU trade marks	Master Coating Technologies, LLC	02 paints, varnishes, lacquers, wall coatings, finishes (including surface finishes and decorative finishes for walls), preservatives against rust and for wood, colourants.
ZOLATONE	App 48082 Reg 48082	App 01-APR-1996 Reg 17-FEB-1998	EU trade marks	Master Coating Technologies, LLC	02 paints, varnishes, lacquers, preservatives against rust and for wood; colourants; protective coatings for application in liquid form; liquids for coating and

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Goods/Services
					preserving surfaces of metal, wood, drywall, plaster and cementitious surfaces as protection, particularly against chemical and mechanical effects.
ZOLATONE	App S 46791 Reg 1141174	App 06-JUN-1988 Reg 13-JUN-1989	Germany	Master Coating Technologies, LLC	goods and services computerised translation: paints, varnishes, varnishes; ~flfessige~ products for coating or preservation of metal, wood, wall, coating and cement surfaces for protection against chemical and mechanic effect
POLOMYX	Reg 199405189	Reg 19-MAY-1992	Hong Kong	Master Coating Technologies, LLC	class 2: paints and wall finishes; all included in class 2.
ZOLATONE	Reg 19893449	Reg 08-JUN-1988	Hong Kong	Master Coating Technologies, LLC	class 2: paints, varnishes, lacquers and preservatives and other protective coatings to be applied in liquid form.
POLOMYX	App 676623	App 14-AUG-1995 Rnw 14-AUG-2012	India	MASTER COATING TECHNOLOGIES, LLC.	02 paints. included in class 2
POLOMYX	App 100027	App 08-AUG-1995	Israel	Master Coatings Technologies, LLC	02 paints included in class 2.
ZOLATONE	App 100029	App 08-AUG-1995	Israel	Master Coatings Technologies, LLC	02 paints included in class 2.
LLUMINATIONS	App H11-052812 Reg 4389845	App 16-JUN-1999 Reg 09-JUN-2000	Japan	MASTER COATING TECHNOLOGIES LTD	goods and services computerised translation: 02 paint
POLOMYX	App H04-115613 Reg 3012666	App 21-MAY-1992 Reg 22-DEC-1994	Japan	MASTER COATING TECHNOLOGIES LTD	goods and services computerised translation: 02 paint
ZOLATONE	Reg 356049	App 22-JUN-1988 Rnw MAY-2003	Mexico	Master Coating Technologies, LLC	no goods available
LLUMINATIONS	App 309313 (00309313) Reg 309313	App 12-MAY-1999 Reg 12-NOV-1999	New Zealand	Master Coating Technologies, LLC.	02 interior paints
POLOMYX	App 218337 Reg 218337	App 18-MAY-1992 Reg 25-JUN-1996	New Zealand	Master Coating Technologies, LLC.	02 paints, varnishes, lacquers and other coating preparations in this class including preservatives against rust and deterioration of wood; colourants; raw natural resins
ZOLATONE	App 251716 (00251716) Reg 251716	App 27-JUL-1995 Reg 19-MAR-1997	New Zealand	Master Coating Technologies, LLC.	02 paints varnishes and lacquers; preservatives against rust and deterioration of wood; colourants; mordants; raw

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Goods/Services
					natural resins; metals in foil and powder form for painters, decorators, printers and artists
illuminations	App T9908822H	App 17-AUG-1999	Singapore	Master Coating Technologies, LLC	02 interior paints.
POLOMYX	App T9204122F	App 02-JUN-1992	Singapore	Master Coating Technologies, LLC	02 paints and finishes, all included in class 2.
spectura	App T9507144D	App 03-AUG-1995	Singapore	Master Coating Technologies, LLC	02 paint
ZOLATONE	App T9507143F	App 03-AUG-1995	Singapore	Master Coating Technologies, LLC	02 paint
	App 40-1996- 0032696 Reg 4003791480000	App 25-JUL-1996 Reg 22-OCT-1997	South Korea	MASTER COATING TECHNOLOGIES, LLC	02 paints
	App 40-1997- 0000433 Reg 4003971200000	App 08-JAN-1997 Reg 25-FEB-1998	South Korea	MASTER COATING TECHNOLOGIES, LLC	01 plasterers' putty; 02 paints *; lacquers; lower hull paints; chemical proof paints; fluorescent paints; water repellant paints; synthetic resin paints; coatings all having fire- retardant properties; varnishes *;
	App 40-1998- 0006519 Reg 4004444330000	App 10-MAR-1998 Reg 17-MAR-1999	South Korea	MASTER COATING TECHNOLOGIES, LLC	02 paints
	App 40-1988- 0018527 Reg 4001858980000	App 18-AUG-1988 Reg 22-DEC-1989	South Korea	MASTER COATING TECHNOLOGIES, LLC	02 paints *; varnishes *; lacquers; lower hull paints; chemical proof paints; fluorescent paints; water repellant paints; plasterers' putty; synthetic resin paints; coatings all having fire-retardant properties;
FASTFIX	App 78163945 Reg 2872642	App 13-SEP-2002 Reg 10-AUG-2004	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 19 building materials, namely, vinyl adhesive-backed patches which can be used to

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Goods/Services
					repair damaged walls
LIGHT VISION	App 85574070 Reg 4336101	App 20-MAR-2012 Reg 14-MAY-2013	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 paint additives in the nature of textured additives for paint to add texture, color or reflection
LIQUAPEARL	App 77905525 Reg 3821830	App 05-JAN-2010 Reg 20-JUL-2010	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 commercial interior paint and coatings in the nature of paint finishes that create a pearlescent paint finish over interior surfaces
LLUMINATIONS	App 75603667 Reg 2411255	App 11-DEC-1998 Reg 05-DEC-2000	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 interior paints
PEARL PROTECTOR	App 77887956 Reg 3869444	App 07-DEC-2009 Reg 02-NOV-2010	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 commercial interior paint and clear coatings in the nature of paint finishes to create a crack-resistant surface
POLOMYX	App 73180365 Reg 1124373	App 31-JUL-1978 Reg 28-AUG-1979	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 paints and finishes
Pretty. Tough. Paint.	App 78364670 Reg 2933059	App 09-FEB-2004 Reg 15-MAR-2005	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 water-based polyurethane/acrylic paints for commercial and residential use
SCRUBTOUGH	App 85398077 Reg 4156953	App 15-AUG-2011 Reg 12-JUN-2012	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 paints
SCUFFMASTER	App 85260293 Reg 4107811	App 07-MAR-2011 Reg 06-MAR-2012	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 water-based polyurethane and acrylic coatings for commercial and residential interior decorative finish use
SPECTURA	App 74557486 Reg 1914422	App 04-AUG-1994 Reg 29-AUG-1995	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 interior paint
ZOLATONE	App 73747730 Reg 1570527	App 22-AUG-1988 Reg 12-DEC-1989	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 lacquers, varnishes, latex paints, enamel paints, wood preservatives, and other protective decorative coatings, in the nature of paints, applied in liquid form to surfaces of metal, wood, drywall, plaster and cement, for the coating and protection thereof

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Goods/Services
	App 73024037 Reg 1010891	App 12-JUN-1974 Reg 20-MAY-1975	U.S.	MASTER COATING TECHNOLOGIES, LLC	int. cl. 2 nitro-cellulose base multicolored lacquers, terpolymer chemically treated oils, and other protective and/or decorative coatings to be applied in liquid form
LLUMINATIONS	App 2218465 Reg 2218465	App 29-DEC-1999 Reg 16-JUN-2000	United Kingdom	Master Coating Technologies, LLC (United States of America)	class 2. paints; interior paints.
POLOMYX	App 1500695 Reg 1500695	App 13-MAY-1992 Reg 23-JUL-1993	United Kingdom	Master Coating Technologies, LLC (United States of America)	class 2. paints; varnishes; lacquers; preservatives against rust and deterioration of wood; surface finishes; preparations for coating walls; decorative finishes for walls; all included in class 2.

TRADE NAME:

Trade Name	Reg. No	Reg. Date	State	Owner	Goods/Services
MASTER COATINGS	Reg 358002	Reg 10-NOV-2005	Arizona	MASTER COATINGS, INC.	epoxy coatings contractors

DOMAIN NAMES:

Domain Name	Status	Registrar	Expiration Date	Registrant
MASTERCOATING.COM	Registered	Network Solutions, LLC	11/23/2020	Master Coating Technologies 2777 EAGANDALE BLVD EAGAN, MN 55121-1212
SCUFFMASTER.COM	Registered	Network Solutions, LLC	11/23/2020	Master Coating Technologies 2777 EAGANDALE BLVD EAGAN, MN 55121-1212
POLOMYX.NET	Registered	GoDaddy.com, LLC	08/29/2020	Thomas Schaefer Master Coating Technologies 2777 Eagandale Blvd. Eagan, Minnesota 55121
POLOMYX.ORG	Registered	GoDaddy.com, LLC	08/11/2020	Thomas Schaefer Master Coating Technologies 2777 Eagandale Blvd. Eagan, Minnesota 55121
ZOLATONE.COM	Registered	Deluxe Small Business Sales, Inc. d/b/a Aplus.net	03/10/2019	Richard Molby Master Coating Technologies 2777 Egandale Boulevard Eagan, MN 55121

SOCIAL MEDIA:

Social Media	Link
Facebook	https://www.facebook.com/mastercoatingtechnologies
Twitter	https://twitter.com/Scuffmaster

Social Media	Link
YouTube	https://www.youtube.com/user/mastercoatingvideo
LinkedIn	https://www.linkedin.com/company/master-coating-technologies
Facebook	https://www.facebook.com/ScuffmasterPaint
YouTube	https://www.youtube.com/user/ScuffmasterVideo

US PATENTS

Patent No.	Filing Date	Title	Assignee	Status
5957386	1997-10-27	MULTI-PATH SPRAY GUN	MASTER COATING TECHNOLOGIES, INC.	Expired
5571562	1993-11-17	A METHOD OF PRODUCING A MULTI-PATTERNED COATING	MASTER COATING TECHNOLOGIES, INC.	Expired

