

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456678

<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>
The Bilrite Corporation		01/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RM Bilrite LLC		
<b>Street Address:</b>	8525 Dunwoody Place		
<b>City:</b>	Sandy Springs		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30350		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3120750	BILTRITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9529120574		
<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>	9522534106		
<b>Email:</b>	trademark@alteralaw.com		
<b>Correspondent Name:</b>	Michael B. Lasky		
<b>Address Line 1:</b>	33 South Sixth Street, Suite 4200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Michael B. Lasky		
<b>SIGNATURE:</b>	/Michael B. Lasky/		
<b>DATE SIGNED:</b>	01/03/2018		
<b>Total Attachments: 2</b>			
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source=Trademark and Domain Name Assignment Agreement - Fully Executed#page2.tif			

OP \$40.00 3120750

## Trademark and Domain Name Assignment Agreement

WHEREAS, THE BILTRITE CORPORATION, a corporation legally organized under the laws of Delaware, having an address of Two University Office Park, 51 Sawyer Road, P.O. Box 9045, Waltham, MA 02454 United States (“Assignor”), has adopted, owns and is using the following trademark and domain:

Trademark: US Registration No. 3,120,750 (the “Trademark”)

Mark: Biltrite

Domain: BILTRITE.COM (the “Domain”)

WHEREAS, the trademark is registered on the Principal Register of the United States Patent and Trademark Office in connection with the above-described goods, Registration No. 3,120,750 issued on 25 July 2006; and

WHEREAS, RM Biltrite LLC, a limited liability company legally organized under the laws of Georgia, having an address of 8525 Dunwoody Place, Sandy Springs, GA 30350 United States (“Assignee”), desires to acquire all rights in the Trademark and Domain.

NOW THEREFORE, the parties hereto agree as follows:

Definitions. Capitalized terms used in this agreement but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement among the parties hereto dated as of November 2, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time).

Assignment. 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 Trademark and Domain together with the goodwill associated therewith.

Inasmuch as Seller has been unable to provide a copy of a license to Quabaug Corporation, should the Quabaug License ever materialize, Buyer assumes only responsibility to abide by the portion of such Quabaug License pertaining to granting Quabaug Corporation a trademark license to use the term “Biltrite” in connection with shoe bottoming materials, and only to the extent Buyer actually owns such trademark rights to license.

Counterparts. This assignment agreement 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 assignment agreement 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 assignment agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Trademark and Domain Name Assignment Agreement effective as of the 1<sup>st</sup> day of January, 2018.

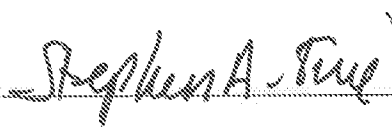
ASSIGNOR:

ASSIGNEE:

THE BILTRITE CORPORATION

RM BILTRITE LLC

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



Name: Stephen A. Fine

Title: President

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



Name: Philip Franklyn

Title: Chief Executive Officer