

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457043

| | | | |
|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| XL BRANDS LLC | | 01/02/2018 | Limited Liability Company: GEORGIA |
| TEXTILE RUBBER AND CHEMICAL COMPANY, INC. | | 01/02/2018 | Corporation: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | BOSTIK, INC. | | |
| Street Address: | 11320 W. Watertown Plank Road | | |
| City: | Wauwatosa | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53226-3413 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4247471 | XL BRANDS | |
| Registration Number: | 4251229 | DYNA-STIX | |
| Registration Number: | 4738810 | DRISEAL | |
| Registration Number: | 4738811 | PRELUDE | |
| Registration Number: | 4738812 | TRISEAL | |
| Registration Number: | 4747310 | STIX ESSENTIAL | |
| Registration Number: | 4834927 | PADSTIX | |
| Registration Number: | 1777562 | GRID-SET | |
| Registration Number: | 4787433 | DRISTIX | |
| Registration Number: | 1824786 | STIX | |
| Serial Number: | 87338977 | ACOUSTIX | |
| Serial Number: | 87400788 | HYDRASTIX | |
| Serial Number: | 87525710 | MICROSEPT | |
| Serial Number: | 87655696 | HYGENEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8003810296 | | |

OP \$365.00 4247471

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: 2128082700
Email: rizzosd@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: 620 EIGHTH AVENUE
Address Line 2: 38th Floor
Address Line 4: NEW YORK, NEW YORK 10018

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 126519.27 |
| NAME OF SUBMITTER: | Samantha Rizzo |
| SIGNATURE: | /Samantha Rizzo/ |
| DATE SIGNED: | 01/05/2018 |

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*Assignment Agreement*”) is entered into this January 2, 2018 by Bostik, Inc., a Delaware corporation (“*Assignee*”), XL Brands LLC, a Georgia limited liability company (“*Seller*”), and Textile Rubber and Chemical Company, Inc., a Georgia corporation and sole equityholder of Seller (“*Parent*” and together with Seller, the “*Assignor*”), pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of October 13, 2017, between Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Assignor and Assignee agrees as follows:

1. Capitalized terms used herein without definition shall have the meanings given those terms in the Purchase Agreement.

2. In accordance with and subject to the terms and conditions of the Purchase Agreement, including without limitation Section 1.2, Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee all right, title, and interest in and to all Acquired Assets that are Seller Intellectual Property owned by Assignor or licensed or used or held for use by Assignor, including, without limitation, the Seller Intellectual Property set forth on Appendix A attached hereto together with the goodwill of the business symbolized by the trademarks listed on Appendix A. The Seller Intellectual Property, including the Pending Trademarks listed on Appendix A, is being assigned as part of the entire business or portion thereof to which the marks pertain. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee all claims for past, present and future infringement or misappropriation of any intellectual property right included in such Seller Intellectual Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the Closing Date as well as the right to grant releases for past infringements.

3. Assignor hereby agrees to cooperate with Assignee as commercially necessary to give full effect to and perfect the rights of Assignee in the Acquired Assets that are Seller Intellectual Property. Assignor further agrees to execute and deliver all documents and instruments, and to take all such other actions as Assignee or its respective successors or assigns may reasonably request to effect the terms of this Assignment Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documents and instruments as may be reasonably required to effect the terms of this Assignment Agreement, including, without limitation, cooperating fully with Assignee, at Assignee’s cost, to perfect the transfer of the Acquired Assets that are Seller Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Acquired Assets that are Seller Intellectual Property is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office. Assignor

further agrees that all necessary records of Assignor to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee if in Assignor's possession or control or reasonably obtainable by Assignor at no material cost, in the event such records are needed in connection with any of the assigned letters patent or applications for letters patent.

4. Assignor shall promptly deliver to Assignee, or arrange for prompt delivery to Assignee of, any and all tangible items (and any and all documents) in Assignor's possession or control or reasonably obtainable by Assignor at no material cost related to or arising out of the Acquired Assets that are Seller Intellectual Property, including, for example, registrations, prosecution files, documents, other tangible embodiments of the Acquired Assets that are Seller Intellectual Property (in any format, whether tangible, digital or otherwise) that are in the possession or control of Assignor or reasonably obtainable by Assignor at no material cost.

5. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the State of Delaware in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the Laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

6. This Assignment Agreement may be executed and delivered with original signatures, by facsimile transmission or as a "pdf" or similar attachment to an electronic transmission. Any amendment or modification of this instrument shall not be effective unless it is duly executed in writing by Assignor and Assignee.

7. Each party agrees from time to time, after the date hereof, to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the other party, be necessary or desirable to give effect to the provisions of this Assignment Agreement.

8. This Assignment Agreement shall be binding upon and enforceable against the Assignor and Assignee and its successors and assigns and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns.

9. Nothing in this Assignment Agreement, modifies, supersedes, expands or extinguishes any of the obligations, agreements, conditions, covenants, representations or

warranties of either party contained in the Purchase Agreement. This Assignment Agreement is intended only to effect the assignment of the Acquired Assets that are Seller Intellectual Property, pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions thereof. In the event of a conflict between the terms and conditions set forth in this Assignment Agreement and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement, as applicable shall prevail, govern and control in all respects.

[Signature pages follow]

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

BOSTIK, INC.

By: Jeffrey M. Goldberg

Name: Jeffrey M. Goldberg

Title: Vice President and Chief Financial Officer

XL BRANDS LLC

By: _____

Name: _____

Title: _____

**TEXTILE RUBBER AND CHEMICAL
COMPANY, INC.**

By: _____

Name: _____

Title: _____

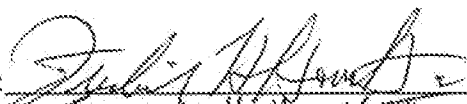
[Signature Page to Intellectual Property Assignment Agreement]

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

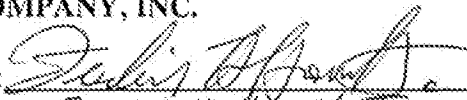
BOSTIK, INC.

By: _____
Name: Jeffrey M. Goldberg
Title: Vice President and Chief Financial Officer

XL BRANDS LLC

By: 
Name: Frederick H. Howell, III
Title: Manager

**TEXTILE RUBBER AND CHEMICAL
COMPANY, INC.**

By: 
Name: Frederick H. Howell, III
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

APPENDIX A

Seller Intellectual Property

| Reference Name | Registration Number | Date |
|----------------------|------------------------|---------------|
| Trademarks - | | |
| XL Brands | 4,247,471 | 11/20/2012 |
| Dyna-Stix | 4,251,229 | 11/27/2012 |
| DriSeal | 4,738,810 | 5/19/2015 |
| Prelude | 4,738,811 | 5/19/2015 |
| TriSeal | 4,738,812 | 5/19/2015 |
| STIX Essential | 4,747,310 | 6/2/2015 |
| PadStix | 4,834,927 | 10/20/2015 |
| Grid-Set | 1,777,562 | 6/22/1993 |
| Dristix | 4,787,433 | 8/4/2015 |
| Stix | 1,824,786 | 3/8/1994 |
| Pending Trademarks - | | |
| ACOUSTIX | 87/338,977 | 2/16/2017 |
| HYDRASTIX | 87/400,788 | 4/6/2017 |
| MICROSEPT | 87/525,710 | 7/12/2017 |
| HYGENEX | 87/655,696 | 10/23/2017 |
| Patents - | | |
| | 6,075,078 | expire 4/8/18 |
| | 5,931,354 | expire 4/8/18 |

5,962,564
5,565,511

expire 4/8/18
expired 03/23/2014