

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCURY PLASTICS, INC.		12/01/2017	Corporation:
NEO BEAM ALLIANCE, LIMITED		12/01/2017	Limited Liability Company:
WILLIAM ROWLEY		12/01/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	GOLDEN EAGLE ACQUISITION LLC		
Street Address:	17450 College Parkway		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2227803	AIR-CORE	
Registration Number:	3750411	CONNEX	
Registration Number:	4673678		
Registration Number:	2269945		
Registration Number:	1312317	MERFLEX	
Registration Number:	3752955	MERFLEX PUSH CONNEX	
Registration Number:	3030319	PEX OT	
CORRESPONDENCE DATA			
Fax Number:	3137926797		
<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:	313-792-6485		
Email:	Angela_Bielaniec@mascohq.com		
Correspondent Name:	Masco Corporation		
Address Line 1:	17450 College Parkway		
Address Line 4:	Livonia, MICHIGAN 48152		
ATTORNEY DOCKET NUMBER:	105-9001-G		

CH \$190.00 2227803

NAME OF SUBMITTER:	EDGAR A. ZARINS
SIGNATURE:	/Edgar A. Zarins/
DATE SIGNED:	01/10/2018
Total Attachments: 5 source=Executed_IP_Assignment_Trademarks#page1.tif source=Executed_IP_Assignment_Trademarks#page2.tif source=Executed_IP_Assignment_Trademarks#page3.tif source=Executed_IP_Assignment_Trademarks#page4.tif source=Executed_IP_Assignment_Trademarks#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) dated as of December 1, 2017, by and among Mercury Plastics, Inc., an Ohio corporation, NEO Beam Alliance, Limited, an Ohio limited liability company, William Rowley, in his individual capacity (“**Rowley**” and collectively with the Business Entities, the “**Assignors**”) and Golden Eagle Acquisition LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignors, Assignee and the Real Estate Entities entered into an Asset Purchase Agreement (the “**Purchase Agreement**”) dated as of October 30, 2017;

WHEREAS, capitalized terms used and not defined herein will have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Agreement is being executed to evidence and effect the sale, transfer and assignment by the Assignors to the Assignee of all the Assignors’ right, title and interest in and to all Intellectual Property used in the Business and all other intangible rights and property of the Business Entities and any of their respective Affiliates, including (i) the Company Intellectual Property, (ii) going concern value, goodwill (including the trade names set forth on Schedule 2.1(e) and all other trade names and trademarks of the Business) and (iii) all telephone, facsimile, email listings and addresses of the Business Entities, except for the Excluded Assets (collectively, the “**Purchased Intellectual Property**”).

NOW THEREFORE, for good and valuable consideration, the receipt adequacy and legal sufficiency of which are hereby acknowledged:

1. As contemplated by **Section 2.1(e)** of the Purchase Agreement, the Assignors hereby sell, transfer and assign to Assignee, and the Assignee hereby acquires and assumes the sale, transfer and assignment of, all of the Assignors’ respective worldwide right, title and interest in, to and under the Purchased Intellectual Property, including, without limitation, (i) all rights to sue for infringement of any Purchased Intellectual Property, whether arising prior to or subsequent to the date of this Agreement, that is owned or licensed (as licensor or licensee) by the Assignors, and (ii) the following:

- a. all Patents and applications therefore set forth on **Exhibit A** attached hereto;
- b. all registered Trademarks and applications therefore set forth on **Exhibit B** attached hereto;
- c. all registered Copyrights and applications therefor set forth on **Exhibit C** attached hereto; and
- d. all Domain Names set forth on **Exhibit D** attached hereto.

2. The Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or

agencies in any applicable jurisdictions to record and register this Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, the Assignors shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Intellectual Property to the Assignee, or any assignee or successor thereto.

3. This Agreement is subject to all of the representations, warranties, covenants, agreements, exclusions, indemnities and other provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference.

4. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

5. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Agreement or caused this Agreement to be executed as of the day and year first above written.

ASSIGNORS:

MERCURY PLASTICS, INC.

By: 

Name: William Rowley
Title: Chief Executive Officer

NEO BEAM ALLIANCE, LIMITED

By: 

Name:
Title:


William Rowley

ASSIGNEE:

GOLDEN EAGLE ACQUISITION LLC

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Agreement or caused this Agreement to be executed as of the day and year first above written.

ASSIGNORS:

MERCURY PLASTICS, INC.

By: _____
Name: William Rowley
Title: Chief Executive Officer

NEO BEAM ALLIANCE, LIMITED

By: _____
Name:
Title:

William Rowley

ASSIGNEE:

GOLDEN EAGLE ACQUISITION LLC




By: 
Name: John G. Sznewajski
Title: President and Treasurer

EXHIBIT B

Trademarks

Trademark	Filing Date	Serial No.	U.S. Registration No.	Registration Date
AIR-CORE	10/31/1997	75/382624	2,227,803	3/2/1999
CONNEX	6/6/2008	77/492614	3,750,411	2/16/2010
Design Only: 	9/14/2012	85/729232	4,673,678	1/20/2015
Design Only: 	4/30/1997	75/284099	2,269,945	8/10/1999
MERFLEX	12/5/1983	73/455505	1,312,317	1/1/1985
MERFLEX PUSH →CONNEX	7/22/2008	77/528373	3,752,955	2/23/2010
PEX OT	1/22/2004	78/355383	3,030,319	12/13/2005