

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KESON INDUSTRIES, INC.		01/01/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	KESON, LLC		
Street Address:	810 N. COMMERCE STREET		
City:	AURORA		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4143597	MAKE YOUR MARK	
Registration Number:	3450297	PROCHALK	
Registration Number:	2775205	GIANT	
Registration Number:	1185496	PRO-LINE	
Registration Number:	1501070	ROADRUNNER	
Registration Number:	0976783	KESON	
CORRESPONDENCE DATA			
Fax Number:	6308719869		
<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:	630-871-2600		
Email:	erhardt@ccmlawyer.com		
Correspondent Name:	Kenneth W. Clingen		
Address Line 1:	2300 Cabot Drive, Suite 500		
Address Line 4:	Lisle, ILLINOIS 60532		
NAME OF SUBMITTER:	Kenneth W. Clingen		
SIGNATURE:	/Kenneth W. Clingen/		
DATE SIGNED:	01/11/2018		
Total Attachments: 3			

OP \$165.00 4143597

source=Trademark Assignment - Executed (00388341xAF516)#page1.tif

source=Trademark Assignment - Executed (00388341xAF516)#page2.tif

source=Trademark Assignment - Executed (00388341xAF516)#page3.tif

ASSIGNMENT OF TRADEMARKS

WHEREAS, KESON INDUSTRIES, INC., an Illinois corporation ("**Assignor**"), acquired, adopted and used, and thereby owns all rights, title and interests in and to the registered trademarks listed in **Exhibit A** attached hereto and incorporated herein (collectively, the "**Marks**"), along with the goodwill of the business appurtenant to said Marks; and

WHEREAS, on January 1, 2018, Assignor assigned its entire rights, title and interests in and to the Marks, and the goodwill appurtenant thereto, to KESON, LLC, an Illinois limited liability company ("**Assignee**"), pursuant to the terms of the Asset Purchase Agreement dated as of January 1, 2018 (the "**Agreement**") by and between Assignor and Assignee. Capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement.

WHEREAS, Assignee desires to further document the above-noted assignment, and more specifically, for Assignor to execute this instrument of assignment, whereby Assignor assigns its entire rights, title and interests in and to the Marks, and the goodwill appurtenant thereto, to Assignee effective January 1, 2018.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, pursuant to the terms of the Agreement, its full and entire rights, title and interests in and to the Marks identified in said **Exhibit A**, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including without limitation, the right to register the Marks in the United States and all jurisdictions in the world which register trademark, and to sue and recover for past and present infringements.

Assignor hereby represents and warrants that (i) it is the sole owner of the Marks and the goodwill associated therewith; (ii) it has granted no licenses to any other party to use the Marks in the United States; (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks or any other rights or interests therein which are adverse to those of Assignor, and (iv) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks which would be breached or otherwise violated by the foregoing assignment of the Marks. In this connection, Assignor states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth herein.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Marks in the United States.

Assignor further agrees that at the request of Assignee, and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument

of assignment with the United States Patent and Trademark Office, so that Assignee's ownership of the Marks is duly made of record in the United States Patent and Trademark Office .

IN WITNESS WHEREOF, Assignor has executed this instrument effective the 1st day of January, 2018.

Assignor:

KESON INDUSTRIES, INC., an Illinois Corporation

By: 

RONALD R. NOSEK, Chairman of the Board

Exhibit A
to
Assignment of Trademarks

Jurisdiction.	Registration No.	Trademark	Classes	Registration Date
US Patent and Trademark Office	4,143,597	MAKE YOUR MARK	7, 8, 9, 16, and 22	5/15/2012
US Patent and Trademark Office	3,450,297	PROCHALK	16	6/17/2008
US Patent and Trademark Office	2,775,205	GIANT	8	10/21/2003
US Patent and Trademark Office	1,185,496	PRO-LINE	8	1/12/1982
US Patent and Trademark Office	1,501,070	ROADRUNNER	9	8/23/1988
US Patent and Trademark Office	976,783	KESON	9	1/15/1974