

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459057

<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>
Arizona Polymer Flooring, Inc.		01/17/2018	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arizona Polymer Flooring, LLC		
<b>Street Address:</b>	150 Dascomb Road		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87752284	ARIZONA POLYMER FLOORING	
<b>Serial Number:</b>	87752295	APF ARIZONA POLYMER FLOORING	
<b>Serial Number:</b>	85239894	CASTORCRETE	
<b>Serial Number:</b>	85951989	VAPORSOLVE	
<b>Serial Number:</b>	87392184	CEM-DYE	
<b>Serial Number:</b>	87377945	COLORCHROME	
<b>Serial Number:</b>	87374136	STAT-REZ	
<b>Serial Number:</b>	78352116	BOND-KOTE	
<b>Serial Number:</b>	86364739	CONCRETE BOOST!	
<b>Serial Number:</b>	78230970	PENE-KRETE	
<b>Serial Number:</b>	85661636	SUPERCRETE	
<b>Serial Number:</b>	78443411	SUPER-STAMP	
<b>Serial Number:</b>	75807665	SUPER-KRETE	
<b>Serial Number:</b>	75808281	SUPER-CRETE	
<b>Serial Number:</b>	75808527	SUPER-KRETE PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$390.00 87752284

TRADEMARK

**Phone:** 6124927000  
**Email:** mbowman@fredlaw.com  
**Correspondent Name:** Megan A. Bowman  
**Address Line 1:** 200 South Sixth Street  
**Address Line 2:** 4000  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**NAME OF SUBMITTER:** Megan A. Bowman

**SIGNATURE:** /Megan A. Bowman/

**DATE SIGNED:** 01/23/2018

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 17, 2018, by Arizona Polymer Flooring, Inc., an Arizona corporation ("Seller"), in favor of Arizona Polymer Flooring, LLC, a Delaware limited liability company ("Purchaser").

Pursuant to an Asset Purchase and Contribution Agreement by and among Seller, Purchaser and certain other parties named therein, dated of even date herewith (the "Purchase Agreement"), Seller has agreed to assign to Purchaser, among other assets, the trademarks and trademark applications set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark applications set forth on Exhibit A hereto, and all registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Seller with respect to any and all of the foregoing; and

(d) any and all claims and causes of action of Seller with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Purchase Agreement. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall 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 Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

**Seller:**

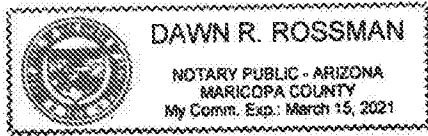
**Arizona Polymer Flooring, Inc.**

By: \_\_\_\_\_  
Name: Daniel Owen  
Its: President

Subscribed to and sworn to before  
me this 15 day of January, 2018.

\_\_\_\_\_  
Notary Public

Notary Seal



**AGREED TO AND ACCEPTED:**

**Purchaser:**

**Arizona Polymer Flooring, LLC**

By: \_\_\_\_\_  
Name: Douglas Mattscheck  
Its: President

Subscribed to and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Notary Seal

*[Signature page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

**Seller:**

**Arizona Polymer Flooring, Inc.**

By: \_\_\_\_\_  
Name: Daniel Owen  
Its: President

Subscribed to and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Notary Seal

**AGREED TO AND ACCEPTED:**

**Purchaser:**

**Arizona Polymer Flooring, LLC**

By: Douglas Mattscheck  
Name: Douglas Mattscheck  
Its: President

Subscribed to and sworn to before  
me this 13 day of JANUARY, 2018.

Ruth A. Oliver  
Notary Public



Notary Seal



*[Signature page to Trademark Assignment]*


**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Serial/ Reg. No</b>	<b>Filing/ Reg. Date</b>	<b>Country/ State</b>	<b>Owner</b>	<b>Status</b>
ARIZONA POLYMER FLOORING	<b>Reg 77949</b>	<b>Reg 05-JAN-1988</b>	Arizona	ARIZONA POLYMER FLOORING, INC.	Active
	<b>App 1358871 Reg TMA743084</b>	<b>App 07-AUG-2007 Reg 08-JUL-2009</b>	Canada	Arizona Polymer Flooring, Inc.	Active
PENE-KRETE	<b>App 1203239 Reg TMA626293</b>	<b>App 13-JAN-2004 Reg 23-NOV-2004</b>	Canada	Arizona Polymer Flooring, Inc.	Active
SUPERCRETE	<b>App 354030 Reg TMA190048</b>	<b>App 06-JUN-1972 Reg 13-APR-1973</b>	Canada	Arizona Polymer Flooring, Inc.	Active
SUPER-KRETE	<b>App 1358869 Reg TMA743085</b>	<b>App 07-AUG-2007 Reg 08-JUL-2009</b>	Canada	Arizona Polymer Flooring, Inc.	Active
Arizona Polymer Flooring	<b>App 87752284</b>	<b>App 11-JAN-2018</b>	U.S.	Arizona Polymer Flooring, Inc.	Active
	<b>App 87752295</b>	<b>App 11-JAN-2018</b>	U.S.	Arizona Polymer Flooring, Inc.	Active
CastorCrete	<b>App 85239894 Reg 4079294</b>	<b>App 11-FEB-2011 Reg 03-JAN-2012</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
VaporSolve	<b>App 85951989 Reg 4582821</b>	<b>App 05-JUN-2013 Reg 12-AUG-2014</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
CEM-DYE	<b>App 87392184</b>	<b>App 30-MAR-2017</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
COLORCHROME	<b>App 87377945</b>	<b>App 20-MAR-2017</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
STAT-REZ	<b>App 87374136 Reg 5306212</b>	<b>App 16-MAR-2017 Reg 10-OCT-2017</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
BOND-KOTE	<b>App 78352116 Reg 2923087</b>	<b>App 14-JAN-2004 Reg 01-FEB-2005</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
Concrete Boost!	<b>App 86364739 Reg 4715510</b>	<b>App 12-AUG-2014 Reg 07-APR-2015</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
PENE-KRETE	<b>App 78230970 Reg 2830082</b>	<b>App 27-MAR-2003 Reg 06-APR-2004</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
SUPERCRETE	<b>App 85661636 Reg 4352794</b>	<b>App 26-JUN-2012 Reg 18-JUN-2013</b>	U.S.	ARIZONA POLYMER FLOORING, INC.	Active

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country/ State	Owner	Status
SUPER-STAMP	App 78443411 Reg 3094108	App 29-JUN-2004 Reg 16-MAY-2006	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
SUPER-KRETE	App 75807665 Reg 2377606	App 24-SEP-1999 Reg 15-AUG-2000	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
SUPER-CRETE	App 75808281 Reg 2375309	App 24-SEP-1999 Reg 08-AUG-2000	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
	App 75808527 Reg 2589070	App 24-SEP-1999 Reg 02-JUL-2002	U.S.	ARIZONA POLYMER FLOORING, INC.	Active
SUPER-KRETE	App 578406 Reg 818835	App 04-DEC-2002 Reg 26-JAN-2004	Mexico	JOHN L. HOLWITZ (United States of America)	Active
SUPER-KRETE	App 1336804	App 07-FEB-2005	India	SUPER - KRETE INTERNATIONAL INC. Trading As : SUPER - KRETE INTERNATIONAL INC. Body Incorporate (United States of America)	Active
SUPER-KRETE	App 1336805	App 07-FEB-2005	India	SUPER - KRETE INTERNATIONAL INC. Trading As : SUPER - KRETE INTERNATIONAL INC. Body Incorporate (United States of America)	Active
SUPER - KRETE	App 42004005881 Reg 5881	App 02-JUL-2004 Reg 08-JUN-2006	Philippines	SUPER - KRETE INTERNATIONAL, INC (United States of America)	Active
SUPER-KRETE	Reg 200106833	Reg 24-SEP-1999	Hong Kong	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active
SUPER-KRETE	App 2011006404	App 07-APR-2011	Malaysia	Super-Krete International, Inc. (United States of America)	Active
SUPER-KRETE	App 2011006406	App 07-APR-2011	Malaysia	Super-Krete International, Inc. (United States of America)	Active
SUPER-KRETE	App 199158 Reg 199158	App 11-APR-2011 Reg 11-APR-2011	Panama	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active
SUPER-KRETE	App 199156 Reg 199156	App 11-APR-2011 Reg 11-APR-2011	Panama	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active
SUPER KRETE	App 089014639 Reg 00988776	App 20-MAR-2000 Reg 16-MAR-2002	Taiwan	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active
	App 088011854 Reg 00904806	App 19-MAR-1999 Reg 16-SEP-2000	Taiwan	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active
SUPER KRETE SUKELI	App 088011852 Reg 00900014	App 19-MAR-1999 Reg 16-AUG-2000	Taiwan	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active



Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country/ State	Owner	Status
<b>速可麗</b> <b>SUPER KRETE</b>					
SUPER KRETE SUKELI  <b>速可力</b> <b>SUPER KRETE</b>	App 088011853 Reg 00890449	App 19-MAR-1999 Reg 01-MAY-2000	Taiwan	SUPER-KRETE INTERNATIONAL, INC. (United States of America)	Active
CONRES	App 1213290 Reg TMA632126	App 14-APR-2004 Reg 07-FEB-2005	Canada	SUPER-KRETE INTERNATIONAL, INC. D/B/A CONRES PRODUCTS	Active

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country/ State	Owner	Status
	App 77854095	App 21-OCT-2009	U.S.	ARIZONA POLYMER FLOORING	Abandoned
Arizona Polymer Flooring	App 77745932	App 27-MAY-2009	U.S.	ARIZONA POLYMER FLOORING	Abandoned
SUPER-CRETE	App 74053248	App 26-APR-1990	U.S.	HOLWITZ, JOHN L.	Abandoned
SUPER-KRETE	App 2000-028934	App 23-MAR-2000	Japan	John L. Holwitz (United States of America)	Expired
SUPER-KRETE	App 40-2000-0014366 Reg 4005021580000	App 24-MAR-2000 Reg 24-SEP-2001	South Korea	John L. Holwitz (United States of America)	Expired
SUPER - KRETE	App 42000002300	App 23-MAR-2000	Philippines	John L. Holwitz (United States of America)	Refused
STAMP-KOTE	App 78352114 Reg 2923086	App 14-JAN-2004 Reg 01-FEB-2005	U.S.	SUPER-KRETE INTERNATIONAL, INC.	Cancelled
CONRES	App 78390695 Reg 2968791	App 25-MAR-2004 Reg 12-JUL-2005	U.S.	SUPER-KRETE INTERNATIONAL, INC.	Cancelled
SUPER-KRETE	App 1696168 Reg 1696168	App 30-JUN-2000 Reg 14-JAN-2002	China	SUPER-KRETE INTERNATIONAL, INC. (China)	Expired
SUPER-KRETE	App 153502 Reg 234900	App 23-MAR-2000 Reg 30-JUL-2001	Czech Republic	Super-Krete International, Inc. (United States of America)	Expired

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