

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Van Fossen		02/21/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Basic Concepts, Incorporated		
Street Address:	2454 East Dempster Street		
Internal Address:	Suite 300		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60016		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4717184	POLYSEAM	
Registration Number:	4716941	POLYSEAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6124927216		
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A. Bowman		
Address Line 1:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Megan A. Bowman		
SIGNATURE:	/Megan A. Bowman/		
DATE SIGNED:	02/28/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 21, 2018 by Peter Van Fossen, an individual ("Assignor"), in favor of Basic Concepts, Incorporated, a South Carolina corporation ("Assignee").

Pursuant to an Asset Purchase and Contribution Agreement dated February 21, 2018 (the "Purchase Agreement"), Assignor has assigned to Assignee, among other assets, the trademarks and trademark registrations 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, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor'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 registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor 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 with respect to any and all of the foregoing; and

(d) any and all claims and causes of action 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. Assignor 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 Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to 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 necessary to effect,

evidence or perfect the assignment of the assigned Trademarks to Assignee, 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, Assignor has executed this instrument as of the date first written above.

Assignor:

PETER VAN FOSSEN

By: 

AGREED TO AND ACCEPTED:

Assignee:

BASIC CONCEPTS, INCORPORATED

By: _____

Name: Mark McElhinny

Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment by Peter Van Fossen to Basic Concepts, Incorporated]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

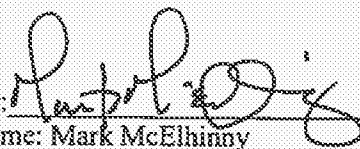
PETER VAN FOSSEN

By: _____

AGREED TO AND ACCEPTED:

Assignee:

BASIC CONCEPTS, INCORPORATED

By:  _____

Name: Mark McElhinny

Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment by Peter Van Fossen to Basic Concepts, Incorporated]

TRADEMARK

REEL: 006281 FRAME: 0429

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Trademark	Serial/Reg. No	Filing/Reg. Date	Owner	Goods/Services
POLYSEAM	App 85983607 Reg 4717184	App 11-FEB-2013 Reg 07-APR-2015	Peter Van Fossen	int. cl. 37 installing containment liner systems for large scale liquid spills and releases from petrochemical tanks and other facilities storing environmentally hazardous liquids
POLYSEAM	App 85846094 Reg 4716941	App 11-FEB-2013 Reg 07-APR-2015	Peter Van Fossen	int. cl. 22 spill containment liners in the nature of impermeable synthetic sheets and connective transition pieces for sale to and use by industrial customers including professional engineers and operators of petrochemical storage tanks and other industrial facilities storing environmentally hazardous liquids to contain large scale liquid spills and releases