

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464141

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Contribution and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOSS MANUFACTURING COMPANY, LLC		07/25/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FOSS PERFORMANCE MATERIALS, LLC		
<b>Street Address:</b>	11 Merrill Industrial Drive		
<b>City:</b>	Hampton		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03842		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85456312	EARTHSENSE	
<b>Serial Number:</b>	77501909	ECO-FI	
<b>Serial Number:</b>	76709619	FOSS	
<b>Serial Number:</b>	76709620	FOSSHIELD	
<b>Serial Number:</b>	87474681	KUNIN FELT	
<b>Serial Number:</b>	87476392	KUNIN PREMIUMFELT	
<b>Serial Number:</b>	87468429	MOD-MAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155686499		
<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>			
<b>Phone:</b>	215-568-6400		
<b>Email:</b>	Trademarks@vklaw.com		
<b>Correspondent Name:</b>	John J. O'Malley		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	CAB-1A		
<b>NAME OF SUBMITTER:</b>	John J. O'Malley		

OP \$190.00 85456312

<b>SIGNATURE:</b>	/John J. O'Malley/
<b>DATE SIGNED:</b>	03/02/2018
<b>Total Attachments: 10</b> source=FPM-1A Agreement to be filed#page1.tif source=FPM-1A Agreement to be filed#page2.tif source=FPM-1A Agreement to be filed#page3.tif source=FPM-1A Agreement to be filed#page4.tif source=FPM-1A Agreement to be filed#page5.tif source=FPM-1A Agreement to be filed#page6.tif source=FPM-1A Agreement to be filed#page7.tif source=FPM-1A Agreement to be filed#page8.tif source=FPM-1A Agreement to be filed#page9.tif source=FPM-1A Agreement to be filed#page10.tif	

## CONTRIBUTION AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement") is entered into on July 25, 2017 (the "Effective Date"), by and between FOSS PERFORMANCE MATERIALS, LLC, a Delaware limited liability company (the "Company") and FOSS MANUFACTURING COMPANY, LLC, a Delaware limited liability company (the "Member"). Each of the Company and the Member are referred to herein as a "Party" and together as the "Parties." Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Securities Purchase Agreement dated July 21, 2017 by and among AstenJohnson Nonwovens Holdings, Inc., a Delaware corporation, WC Foss Investment Inc., a Delaware corporation ("Foss"), the Company, the holders of all the outstanding shares of capital stock of Foss, the holders of all the outstanding membership interests of Foss Holdings, LLC, a Nevada limited liability company, other than Foss, and Foss Holdings, LLC as the Sellers' representative (as amended, modified or supplemented from time to time in accordance with its terms, the "Securities Purchase Agreement").

WHEREAS, the Member owns 100% of the issued and outstanding membership interests of the Company and is the managing member of the Company;

WHEREAS, the managing member of the Member has determined that it would be advisable and in the best interests of the Member and its members to separate the Business from the Southern Division Business;

WHEREAS, in order to effectuate the foregoing, the Company and the direct and indirect owners of the Member have entered into the Securities Purchase Agreement, which provides for, among other things, the Reorganization, pursuant to which the Member desires to contribute to the Company all of the Member's right, title and interest in and to all of the assets of the Business in exchange for the Company's assumption of certain agreed upon operating liabilities of the Business, with such contribution and assumption to be effective on the Effective Date as of the Effective Time (as defined below); and

WHEREAS, this Agreement shall constitute a "Related Agreement" for purposes of the Securities Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Section 1 Contribution and Assumption.**

(a) Contributed Assets. Effective prior to the "Effective Time" set forth in the Securities Purchase Agreement (the "Effective Time"), the Member hereby contributes, transfers, assigns and delivers to the Company, free and clear of all Liens, and the Company hereby accepts, all of the Member's right, title and interest in and to all of the assets of the Business, including without limitation those assets set forth on Exhibit A hereto, as they exist as of the Effective Time (collectively, the "Contributed Assets"); provided, however in no event shall the Contributed Assets include any of the assets of the Southern Division Business.

REDACTED

**Section 2 Deliveries.** In furtherance of the transactions contemplated by Section 1, subject to the terms of the Securities Purchase Agreement, the Parties agree to execute and deliver, and they will cause their respective Affiliates to execute and deliver (a) assignments of contracts, trademark and patent assignments and other instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by the Member to the Company of all of the Member's right, title and interest in and to the Contributed Assets, and (b) such assumptions of contracts and other instruments of assumption as, and to the extent, necessary or convenient to evidence the valid and effective assumption of the Assumed Liabilities.

**Section 3 Consents; Further Assurances.**

(a) In addition to the actions specifically provided for elsewhere in this Agreement and the Securities Purchase Agreement, each of the Parties shall use commercially reasonable efforts, prior to and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements to consummate and make effective the transactions contemplated by this Agreement; provided, however, neither Party shall be obligated under this Section 3 to pay any consideration, grant any concession or incur any additional liability to any Person other than ordinary and customary fees paid to a Government.

(b) Without limiting the foregoing, prior to and after the Effective Time, each Party shall cooperate with the other Party, without any further consideration, (i) to execute and deliver, or use reasonable best efforts to execute and deliver, or cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party, (ii) to make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all consents of any Government or any other Person under any permit, license, agreement, indenture or other instrument, (iii) to obtain, or cause to be obtained, any Government approvals or other consents required to effect the transactions contemplated hereby, and (iv) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, in each case consistent with the terms of this Agreement, in order to effectuate the

provisions and purposes of this Agreement and the transfers of the Contributed Assets and assignments and assumptions of Assumed Liabilities as contemplated by this Agreement and the other transactions contemplated hereby. For the avoidance of doubt, if at any time it is determined that an asset should have been a Contributed Asset but was not transferred to the Company under this Agreement, then the Member shall, promptly following written notice from the Company and without any consideration therefor, transfer such asset to the Company.

(c) In the event that the legal interest in any of the Contributed Assets or Assumed Liabilities to be contributed, transferred, assigned or conveyed pursuant to this Agreement, or any claim, right or benefit arising thereunder or resulting therefrom cannot be contributed, transferred, assigned or conveyed hereunder as of the Effective Time because any waiting or notice period has not expired or any consents or approvals required for such transfer have not been obtained or waived, then the legal interest in such Contributed Assets or Assumed Liabilities, as applicable, shall not be contributed, transferred, assigned or conveyed unless and until such waiting or notice period shall have expired or until approval, consent or waiver thereof is obtained. The Member and the Company shall use their commercially reasonable efforts to cooperate at their own cost in obtaining such consents or approvals as may be necessary to complete such transfers as soon as practicable. Nothing in this Agreement shall be construed as an attempt to assign to the Company any legal interest in any of the Contributed Assets or Assumed Liabilities which, as a matter of Law or by the terms of any legally binding contract, engagement or commitment to which the Member is subject, is not assignable without the consent of any other party, unless and until such consent shall have been given. Pending the contributions, transfers, assignments and conveyances referred to in this paragraph, the Member shall hold any such non-assigned Contributed Assets or Assumed Liabilities, as applicable, for the benefit and at the risk of the Company and shall cooperate with the Company, without the payment of any additional consideration therefor, in any lawful and reasonable arrangements designed to provide the benefits of ownership thereof to the Company.

#### **Section 4      Miscellaneous.**

(a) Entire Agreement. This Agreement shall constitute a "Related Agreement" as defined in the Securities Purchase Agreement and all provisions of the Securities Purchase Agreement to the extent applicable to a Related Agreement shall apply to this Agreement and the Parties' obligations hereunder. This Agreement, the Securities Purchase Agreement, the Related Agreements and the Exhibits, Schedules, Disclosure Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein.

(b) Amendment and Modification; Waiver. No provisions of this Agreement shall be deemed amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by an authorized representative of both Parties. No provisions of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.

(c) Assignment; Binding Agreement. This Agreement and various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties and

their respective heirs, legal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be transferred, delegated or assigned by a Party without the prior written consent of the other Party; provided, that the Company may assign its rights under this Agreement to any successor or purchaser of the Company's equity or all or substantially all of the Company's assets without the prior written consent of the Member.

(d) Counterparts. This Agreement may be executed in multiple counterparts (including via fax or e-mail transmitted (including .pdf) signature pages), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(e) Notices. All notices shall be in writing and shall be given or made (i) if to the Member, to Sellers in accordance with the provisions of Section 10.1 of the Securities Purchase Agreement, and (ii) if to the Company, to Buyer in accordance with the provisions of Section 10.1 of the Securities Purchase Agreement.

(f) Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(g) Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance, shall be determined by any court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(h) Interpretation. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "include," "includes," "including," and derivative or similar words shall be construed to be followed by the phrase "without limitation"; (v) references herein to "days" are to consecutive calendar days unless Business Days are specified; (vi) references in this Agreement to a Section, Schedule or Exhibit, unless otherwise indicated, shall mean a Section of this Agreement, or a Schedule or Exhibit attached to this Agreement, respectively. Any reference herein to this Agreement, unless otherwise stated, shall be construed to refer to this Agreement as amended, supplemented or otherwise modified from time to time, in accordance with the terms hereof.

REDACTED

REDACTED

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the day and year first above written.

**FOSS PERFORMANCE MATERIALS,  
LLC**

By: 

Name:

Title:

Address:

**FOSS MANUFACTURING COMPANY,  
LLC**

By: 

Name: AJ Nassar

Title: CEO

Address:



Exhibit A  
CONTRIBUTED ASSETS

REDACTED

7. All Intellectual Property primarily used in or related to the Business, along with all income, royalties, damages and payments due or payable as of the Effective Time or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, and all copies and tangible embodiments thereof), in each case as listed on Schedule 7.

REDACTED

Schedule 7

Patents and patent applications:

Country	Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date	Status	Next Maintenance Fee or Obligation
US	PILE COMPOSITE CARPET AND METHOD OF MAKING SAME	14/754,583	6/29/2015			6/29/2035	PENDING	N/A
CA	ANTI-MICROBIAL FIBER AND FIBROUS PRODUCTS	2,375,567	5/25/2000	2,375,567	11/2/2010	5/25/2020	ISSUED	May 25, 2018
MX	ANTI-MICROBIAL FIBER AND FIBROUS PRODUCTS	PA/a/2001/012196	5/25/2000	283588	2/2/2011	5/25/2020	ISSUED	N/A
US	ANTI-MICROBIAL FIBER AND FIBROUS PRODUCTS	09/565,138	5/5/2000	6,723,428	4/20/2004	5/5/2020	ISSUED	N/A
US	ANTI-MICROBIAL FIBER AND FIBROUS PRODUCTS	10/770,306	2/2/2004	6,841,244	1/11/2005	5/5/2020	ISSUED	N/A
US	ANTI-MICROBIAL FIBER AND FIBROUS PRODUCTS	10/768,840	1/30/2004	6,946,196	9/20/2005	5/5/2020	ISSUED	N/A

Country	Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date	Status	Next Maintenance Fee or Obligation
US	NON-WOVEN MOLDABLE COMPOSITE SYSTEMS WITH ENHANCED SOUND ACOUSTICAL PROPERTIES	62/466,289	3/2/2017				PENDING	Conversion due 03/02/2018

**Trademarks and trademark applications:**

Mark	Country	Serial No.	Registration No.	Status	Registration Renewal
EarthSense	USA	85/456312	4269430	Registered	1/1/2019
Eco-fi	Canada	1422189	TMA779871	Registered	10/15/2025
Eco-fi	USA	77/501909	3706334	Registered	11/3/2019
Flashfelt	Canada	1079317	TMA614504	Registered	7/9/2019
Flashfelt	Egypt	137373	n/a	Abandoned	In Process
Flashfelt	Mexico	453939	n/a	Abandoned	In Process
Foss	Canada	482959	TMA294735	Registered	9/7/2029
Foss	UK	1170790	1170790	Registered	3/3/2023
Foss	USA	76/709619	4329731	Registered	5/7/2019
FossForm	Australia	372307	372307	Registered	3/23/2023
FossForm	Canada	482961	TMA279624	Registered	8/20/2028
FossForm	UK	1170789	1170789	Registered	3/3/2023
Fosshield	Argentina	2419524	1970480	Registered	2/16/2024
Fosshield	Australia	947389	947389	Registered	3/18/2023
Fosshield	Canada	1171876	TMA650066	Registered	10/11/2020
Fosshield & Design (Logo)	Canada	1171874	TMA650557	Registered	10/17/2020
Fosshield	EU	3110657	3110657	Registered	3/18/2023

Mark	Country	Serial No.	Registration No.	Status	Registration Renewal
Fossshield	EU	1642420	1642420	Registered	5/5/2020
Fosshield	Mexico	593100	801520	Registered	3/18/2023
Fosshield	USA	76/709620	4259567	Registered	12/18/2022
Kunin Felt	USA	In Process	In Process	In Process	In Process
Kunin Premium Felt	USA	In Process	In Process	In Process	In Process
Mod-Mat	USA	In Process	In Process	In Process	In Process
Natural Touch Fiber	USA	In Process	In Process	In Process	In Process
Naturion	USA	86418618	86418618	In Process	In Process
NY-BAK	Canada	TMA334987	TMA334987	Registered	12/4/2017
Ozite	USA	In Process	In Process	In Process	In Process
Ozite and Design	Canada	869858	TMA580324	Registered	4/30/2018
TopGuard	USA	In Process	In Process	In Process	In Process
Whispertex	USA	In Process	In Process	In Process	In Process

**Domain Names:**

Domain Name	Account Holder	Expiration Date
eco-fi.com	FOSS MFG. CO., LLC	2/20/2018
eco-fi.net	FOSS MFG. CO., LLC	3/5/2018
fossmfg.com	FOSS MFG. CO., LLC	4/3/2018
fossshield.com	FOSS MFG. CO., LLC	8/1/2019
fosshield.com	FOSS MFG. CO., LLC	8/1/2019
kuningroup.com	FOSS MFG. CO., LLC	8/7/2019
ozite.com	FOSS MFG. CO., LLC	11/4/2019
kuninfelt.com	FOSS MFG. CO., LLC	11/4/2019
naturion-inc.com	FOSS MFG. CO., LLC	5/13/2019