

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucite International Inc.		03/31/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Plaskolite Tennessee, LLC		
Street Address:	400 West Nationwide Blvd. Suite 400		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2514201	CELESTIAL GRANITE	
Registration Number:	1991233	GEMSTONE	
Registration Number:	2470963	MYST	
Registration Number:	2759629	TUFGUARD	
Registration Number:	1608254	UTRAN	
CORRESPONDENCE DATA			
Fax Number:	6178018800		
<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:	6175703974		
Email:	JRummler@goodwinlaw.com, JLehrer@goodwinlaw.com, Sallirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	133845/252874		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	04/09/2018		

OP \$140.00 2514201

Total Attachments: 7

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page1.tif

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page2.tif

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page3.tif

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page4.tif

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page5.tif

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page6.tif

source=Project Penguin - Bill of Sale (Exhibit B to APA)#page7.tif

BILL OF SALE

This **Bill of Sale** (this "Bill of Sale"), is made and entered into as of March 31, 2018 by and between Plaskolite Tennessee, LLC a Delaware limited liability company ("Buyer"), or its designee, and Lucite International Inc., a Missouri Corporation ("Seller") pursuant to that Purchase Agreement (the "Agreement") dated February 9, 2018 by and between Buyer and Seller. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, this Bill of Sale is subject to all of the terms and conditions set forth in the Agreement (which the Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Agreement); and

WHEREAS, on the terms and subject to the conditions set forth in the Agreement, at the Closing, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, the Transferred Assets, other than the Excluded Assets, and Buyer has agreed to purchase, acquire and accept from Seller, the Transferred Assets, other than the Excluded Assets.

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

1. Sale, Conveyance, Assignment, Transfer and Delivery. Seller does hereby irrevocably and unconditionally, effective as of the Closing, sell, convey, assign, transfer, and deliver to Buyer all of Seller's right, title, and interest in and to, the Transferred Assets (including, without limitation, the assets set forth on Schedule A attached hereto), other than the Excluded Assets, free and clear of all Encumbrances, except Permitted Encumbrances; and Buyer does hereby purchase, acquire and accept from Seller, and take assignment and delivery from Seller of such right, title and interest in and to the Transferred Assets (including, without limitation, the assets set forth on Schedule A attached hereto), other than the Excluded Assets, free and clear of all Encumbrances, except Permitted Encumbrances.

2. Further Assurances. Subject to the provisions of this Bill of Sale and the Agreement, each of the parties hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably requested by any other party and as may be reasonably necessary, desirable or proper to vest, perfect or confirm in Buyer the title to the Transferred Assets and carry out the intent and purpose of this Bill of Sale.

3. Conflicts. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Bill of Sale.

4. Governing Law. This Bill of Sale and any and all matters, disputes, or claims between the parties arising out of, relating to or in accordance with its subject matters or formation (including any contractual disputes or claims) shall be governed by, enforced and construed in accordance with the Laws of the State of Delaware, U.S.A., without application of its principles of conflict of laws. Each party irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery or, if such court does not have jurisdiction, any Delaware state court or United States Federal Court sitting in the State of Delaware, and any appellate court from any thereof, for the purposes of any proceeding arising out of this Bill of Sale, or for recognition or enforcement of any judgment, and each party irrevocably and unconditionally agrees that all claims in respect of such proceeding may be heard in such state court or, to the extent permitted by applicable Law, in such Federal court. Each party agrees to commence any such proceeding either in the Delaware Court of Chancery or, if such proceeding may not be brought in such court for jurisdictional reasons, in any Delaware state court or United States Federal court sitting in the State of Delaware. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Bill of Sale, in any court referred to in the first sentence of this Section 4 and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

5. Counterparts. This Bill of Sale may be executed simultaneously in any number of counterparts, each of which (when executed and delivered) shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Bill of Sale by facsimile, email or other electronic imaging means (including pdf or electronic signature) shall be effective as delivery of a manually executed counterpart of this Bill of Sale.

6. Amendments. This Bill of Sale may not be modified, amended, rescinded, canceled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument executed by a duly authorized representative of each of the parties hereto.

7. Severability. If any term or provision of this Bill of Sale is invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other terms or provisions of this Bill of Sale shall remain in full force and effect.

8. No Third Party Beneficiaries. Any agreement contained, expressed or implied in this Bill of Sale shall be only for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and such agreements shall not inure to the benefit of the obligees of any indebtedness of any party hereto, it being the intention of the parties hereto that no Person shall be deemed a third party beneficiary of this Bill of Sale, except to the extent a third party is expressly given rights herein.

9. Headings. The headings of this Bill of Sale have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions

hereof or affect in any way the meaning or interpretation of this Bill of Sale, and all provisions hereof shall be enforced and construed as if no heading had been used herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Bill of Sale as of the date first written above.

BUYER:

Plaskolite Tennessee, LLC

By: 

Name: Mitchell Grindley

Title: President

{Signature Page Bill of Sale}

TRADEMARK
REEL: 006309 FRAME: 0635

Schedule A

Transferred IP

1. All of Seller's rights to any common law trademarks used exclusively in the Business.
2. The following Registered Trademarks in the United States:
 - a. Celestial Granite® (Reg. 2514201)
 - b. Gemstone® (Reg. 1991233)
 - c. Myst® (Reg. 2470963)
 - d. Tufguard® (Reg. 2759629)
 - e. Utran® (Reg. 1608254)
3. Patents and Patent Applications

Family Code	Country	Application Number	Patent Number	Application Date
50611	PCT	PCT/US99/25133	WO 00/24825	10/25/1999
	BR	P19915531.1	P19915531.1	10/25/1999
	CA	2348269	2348269	10/25/1999
	JP	2000-578386	4371 584	10/25/1999
	MX	PA/a/2001/004127	240 901	10/25/1999
	US	10/490,355	7, 250,472	10/25/1999
	EP	99971013.0	EP1153081	10/25/1999
	GB	99971013.0	EP1153081	10/25/1999
	AT	99971013.0	EP1153081	10/25/1999
	BE	99971013.0	EP1153081	10/25/1999
	LU	99971013.0	EP1153081	10/25/1999
	CY	99971013.0	EP1153081	10/25/1999
	DK	99971013.0	EP1153081	10/25/1999
	FI	99971013.0	EP1153081	10/25/1999
	FR	99971013.0	EP1153081	10/25/1999
	MC	99971013.0	EP1153081	10/25/1999
	DE	99971013.0	EP1153081	10/25/1999
	GR	99971013.0	EP1153081	10/25/1999
	IE	99971013.0	EP1153081	10/25/1999
	IT	99971013.0	EP1153081	10/25/1999
NL	99971013.0	EP1153081	10/25/1999	
PT	99971013.0	EP1153081	10/25/1999	

Family Code	Country	Application Number	Patent Number	Application Date
	ES	226 2364	EP1153081	10/25/1999
	SE	99971013.0	EP1153081	10/25/1999
	CH	99971013.0	EP1153081	10/25/1999
60055	EP	3781467	156 5527	10/29/2003
	EP(2)	10156558.8		10/29/2003
	CA	2502957	2502957	10/29/2003
	AU	2003288975	2003288975	10/29/2003
	NZ	539666	539 666	10/29/2003
	MX	PA/a/2005/004500	278 183	10/29/2003
	JP	2004-548575	5068 427	10/29/2003
	BR	0315805-5	0315805-5	10/29/2003
	IN	1925/DELNP/2005	245 916	10/29/2003
	CN	20030104128	ZL200380104128.2	10/29/2003
	PCT	PCT/US2003/034401		10/29/2003
	US	60/421,770		10/29/2002
	US(2)	10/532,867	7638 582	10/14/2005
	60093	PCT	PCT/US2007/023068	WO2008/057381
GC		2007/9404	GC 0002576	11/3/2007
AR		P070104858	AR062055B1	10/31/2007
AR		P1502103935		12/2/2015
AU		2007318011	2007318011	10/31/2007
BR		PI 0717 858-1		10/31/2007
CA		2668127	2668127	10/31/2007
CN		2007 80046897	101 600746A	10/31/2007
CL		3131 2007		10/31/2007
CL(2)		945-2017		10/31/2007
EP		07853053. 2	EP2078047	10/31/2007
HK		10100214.8		10/31/2007
IN		IN201748021951		10/31/2007
JP		2009-535317	562 4769	10/31/2007
MX		MX/a/2009/004549	300212	10/31/2007
NZ		576993	576993	10/31/2007
TW		96141248	I477397	11/1/2007
US		12/312,140	9,115,294	10/31/2007
US	14/800,325		7/15/2015	