

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHN R. VON EHR		07/27/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ZYVEX ACQUISITION, LLC		
Doing Business As:	ZYVEX ACQUISITION, LLC		
Street Address:	1321 N. PLANO RD.		
City:	RICHARDSON		
State/Country:	TEXAS		
Postal Code:	70581		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3871012	AROVEX	
Serial Number:	77619511	EPOVEX	
Serial Number:	77619518	ELECTROVEX	
Registration Number:	4324640	KENTERA	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5000		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	HAYNES AND BOONE, LLP IP SECTION		
Address Line 1:	2323 VICTORY AVENUE		
Address Line 2:	SUITE 700		
Address Line 4:	DALLAS, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	40233.General_08217		
NAME OF SUBMITTER:	Amber Rodgers		
SIGNATURE:	/amber rodgers/		
DATE SIGNED:	04/10/2018		

OP \$115.00 3871012

Total Attachments: 3

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "*Agreement*") is effective as of July 27, 2017 (the "*Effective Date*"), by and between James R. Von Ehr, II, a Texas resident ("*Assignor*"), and Zyvex Acquisition, LLC, a Texas limited liability company ("*Assignee*").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, its successors and assigns, forever, and Assignee hereby accepts and assumes, in each case as Assignor's initial capital contribution as a member to Assignee, all of Assignor's right, title, interest in and to, and all of Assignor's actions, claims, choses and causes of action under and in respect of, (a) that certain loan agreement dated January 8, 2009 by and between Assignor and Zyvex Performance Materials, Inc., a Delaware corporation ("*Borrower*"), as the same has been amended from time to time; (b) that certain promissory note in the original principal amount of \$5.0 million, dated effective January 8, 2009, by and between the Assignor and Borrower, as the same has been amended from time to time; (c) that certain security agreement dated effective January 8, 2009 by and between the Assignor and Borrower, as the same has been amended from time to time; (d) that certain patent security agreement dated effective January 8, 2009 by and between the Assignor and Borrower, as the same has been amended from time to time; (e) that certain trademark security agreement dated effective January 8, 2009 by and between the Assignor and Borrower, as the same has been amended from time to time; (f) that certain copyright security agreement dated effective January 8, 2009 by and between the Assignor and Borrower, as the same has been amended from time to time and (g) all other loans and advances made by the Assignor to Borrower as set forth on Exhibit A attached hereto (collectively, subclauses (a) through (g) preceding, the "*Assigned Assets*"), free and clear of all liens, charges, security interests, encumbrances, and restrictions of whatever nature, and Assignor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND, all and singular, title to the Assigned Assets unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. It is agreed that Assignee shall not be responsible for the discharge and performance of any duties or obligations required to be performed and/or discharged in connection with the Assigned Assets prior to the Effective Date, and Assignor agrees to indemnify, save, and hold harmless Assignee from and against any and all losses, costs, damages, liabilities, expenses (including reasonable attorneys' fees) actions, claims, or causes of action existing in favor of or asserted by any party arising from or related to any failure by Assignor to convey good and marketable title to the Assigned Assets free and clear of all liens, charges, security interests, encumbrances, and restrictions of whatever nature.

2. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney, with full power of substitution, for it and in its name, place, and stead, or otherwise, but on behalf of and for the benefit of Assignee, from time to time, to institute and prosecute in the name of Assignor or otherwise, but at the expense and for the benefit of Assignee, any and all proceedings at law, in equity or otherwise, that Assignee may deem proper in order to collect, assert, or enforce any claim, right, or title, of any kind, in and to the Assigned Assets hereby

assigned and conveyed, or intended so to be, and to defend and compromise any and all actions, suits, or proceedings relating to the Assigned Assets, and generally to do all and any such acts and things in relation thereto as Assignee shall deem advisable.

3. Notwithstanding any other provision of this Agreement to the contrary, in the event that any Assigned Asset is not legally or equitably assignable (whether pursuant to its express terms or otherwise) at the Effective Date, or if the purported assignment of any Assigned Asset pursuant to this Agreement would adversely affect, or diminish the value to Assignee of, such Assigned Asset, then in any such case (a) such Assigned Asset shall not be deemed assigned to Assignee hereunder, (b) Assignor shall, until such time as such Assigned Asset is so assignable without any such adverse effect or diminution in value, hold such Assigned Asset in trust for the benefit of Assignee, and act as agent of Assignee in order to obtain for Assignee the economic and other benefits of such Assigned Asset as though such Assigned Asset had been assigned to Assignee hereunder, (c) Assignor shall transfer or deliver to Assignee any and all sums, proceeds and other consideration received or collected by Assignor in respect of such Assigned Asset, and (d) if and when such Assigned Asset thereafter become so assignable without any such adverse effect or diminution in value, then Assignor shall promptly, at Assignee's reasonable request and without further consideration, execute and deliver such instruments of conveyance and transfer and take such action to effect, consummate, confirm and evidence the transfer to Assignee of such Assigned Asset.

4. Each party hereby covenants that, from and after the Effective Date, upon the other party's reasonable request and without further consideration, such party shall execute and deliver such further instruments of conveyance and transfer and take such additional action to effect, consummate, confirm and evidence the transfer to Assignee of the Assigned Assets.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

6. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES OR CHOICE OF LAWS RULES THEREOF.

7. This instrument shall insure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

JAMES R. VON EHR, II



ASSIGNEE:

ZYVEX ACQUISITION, LLC

By:



Name: James R. Von Ehr, II
Title: President