

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472236

<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>
GCP Applied Technologies Inc.		04/26/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q.E.P. Co., Inc.		
<b>Street Address:</b>	1001 Broken Sound Parkway, Suite A		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2216250	ACCUPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5614044353		
<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>	561.404.4350		
<b>Email:</b>	jerold.schneider@sriplaw.com		
<b>Correspondent Name:</b>	Jerold I. Schneider Schneider Rothman IP		
<b>Address Line 1:</b>	4651 North Federal Highway		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33431		
<b>NAME OF SUBMITTER:</b>	Jerold I. Schneider		
<b>SIGNATURE:</b>	/Jerold I. Schneider/		
<b>DATE SIGNED:</b>	05/02/2018		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “Agreement”) is entered into as of April 26, 2017 by and between GCP Applied Technologies Inc., a Delaware corporation (“Assignor”), and Q.E.P. Co., Inc., a Delaware corporation (“Assignee”). This Agreement is being entered into in connection with that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and between Assignor and Assignee. This Agreement shall become effective as of the Closing (the “Effective Time”).

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the transactions contemplated by the Purchase Agreement:

1. **Business IP.** Assignor hereby assigns to Assignee and its successors and assigns, as of the Effective Time and subject to Section 2 below, all of Assignor’s right, title, and interest in, to and under the Intellectual Property listed on Schedule A (the “Business IP”) attached hereto (which is incorporated into and made a part of this Agreement), together with (i) the goodwill of the business connected with the use of such Business IP and symbolized thereby, and (ii) all rights to sue and collect for any past, present and future infringement thereof, and Assignee accepts such assignment in the scope as set out herein.

2. **Excluded IP.** Notwithstanding anything to the contrary, the Business IP shall not, under any circumstances, include any of the Excluded IP.

3. **Maintenance.** Nothing in this Agreement shall be construed to obligate Assignor to maintain, support, upgrade, repair or otherwise improve any of the Business IP. Assignee and its successors and assigns shall have no right to receive any of the foregoing services from Assignor except as may be set forth in a definitive agreement between them providing for the same.

4. **Cooperation; Further Assistance.** Assignor shall assist Assignee, at Assignee’s reasonable cost and expense (upon submission of supporting documentation), to an extent reasonably necessary to transfer title in and to the Business IP or to enforce its rights in the Business IP. Assignor agrees to execute and deliver, or cause to be executed and delivered, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.

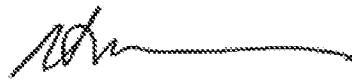
5. **Miscellaneous.** All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. The provisions set forth in Article IX of the Purchase Agreement shall apply, *mutatis mutandis*, to this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be executed as of the date first written above.

**ASSIGNOR**

**GCP APPLIED TECHNOLOGIES INC.**

By:  \_\_\_\_\_

Name: Naren Srinivasan

Title: Vice President, Corporate Development

ASSIGNEE

Q.E.P. CO., INC.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "L. Gould", written over a horizontal line.

Name: Lewis Gould

Title: Chairman and CEO

**SCHEDULE A**

**BUSINESS IP**

**Registered U.S. Trademarks**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
ACCUPLY	75382915	2216250	1/5/1999

**Unregistered U.S. Trademarks**

<b>Trademark</b>
COMBI-PLY
PENTA-PLY
STAR-PLY
POP-PLY
PLYGUARD
VERI-PLY
APL
PW
SUREGRIP
EAGLEGRIP
TRI-TACK