

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encap, LLC		03/19/2018	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Skyline Encap Holdings, LLC		
Street Address:	3921 Algoma Road		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54311		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87002652	FAST ACTING LIME	
Serial Number:	87013992	SIMPLY GREEN	
Serial Number:	87013943	FAST ACTING GYPSUM	
Serial Number:	87013908	FAST ACTING IRON	
Serial Number:	87013044	FAST ACTING SULFUR	
Serial Number:	76659832	REPAIR KIT	
Serial Number:	76593082	SPARKLE	
Serial Number:	76701410	ENCAP	
Serial Number:	76594138	AST	
Serial Number:	76679337	SWT	
Serial Number:	76679336	MCT	
Serial Number:	76649090		
Serial Number:	76433212	WATER ME TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
TRADEMARK			

OP \$340.00 87002652

Correspondent Name: Duncan H. Poirier
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 47312-2

NAME OF SUBMITTER: Duncan H. Poirier

SIGNATURE: /Duncan H. Poirier/

DATE SIGNED: 05/24/2018

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of March 19, 2018 (this "Trademark Assignment"), is entered into by and between Encap, LLC, a Wisconsin limited liability company with a principal place of business at 3921 Algoma Road, Green Bay, Wisconsin 54311 (the "Assignor"), and Skyline Encap Holdings, LLC, a Delaware limited liability company with a principal place of business at 3921 Algoma Road, Green Bay, Wisconsin 54311 (the "Assignee").

RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademarks set forth in the attached Schedule A (the "Purchased Marks");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title, and interest in and to the Purchased Marks;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of March 19, 2018, pursuant to which Assignee is acquiring various assets of Assignor, including the Purchased Marks

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to Assignee the Assignor's entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee's own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

The "Recitals" as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

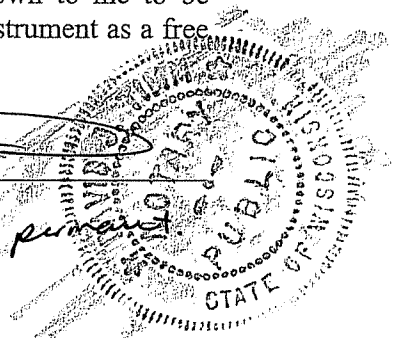
ASSIGNOR: ENCAP, LLC

By: *Daniel P Madigan*
Name: Daniel P. Madigan
Title: President of FI, Inc., Managing Member

STATE OF Wisconsin)
) SS:
COUNTY OF Brown)

On this 11th day of March, 2018 before me appeared Daniel P. Madigan, known to me to be President of FI, Inc, MM of Encap, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of Encap, LLC.

[Signature]
Notary Public:
My commission expires: is permanent



ASSIGNEE: SKYLINE ENCAP HOLDINGS, LLC

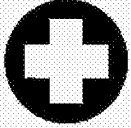

By: _____
Name: Ross Christianson
Title: Vice President

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2018 before me appeared _____, known to me to be _____ of Skyline Encap Holdings, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of Skyline Encap Holdings, LLC.

Notary Public:
My commission expires:

**Schedule A
Trademarks**

<i>Mark</i>	<i>Country</i>	<i>Serial</i>	<i>Filed</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
FAST ACTING LIME	US	87002652	4/15/16		
SIMPLY GREEN	US	87013992	4/26/16		
FAST ACTING GYPSUM	US	87013943	4/26/16		
FAST ACTING IRON	US	87013908	4/26/16		
FAST ACTING SULFUR	US	87013044	4/25/16		
REPAIR KIT	US	76659832	5/10/06	3851782	9/21/10
SPARKLE	US	76593082	5/19/04	3097089	5/30/06
ENCAP	US	76701410	1/29/10	3839620	8/31/10
AST	US	76594138	5/25/04	3061639	2/28/06
SWT	US	76679337	7/10/07	3585088	3/10/09
MCT	US	76679336	7/10/07	4179589	7/24/12
	US	76649090	10/24/05	3322101	10/30/07
WATER ME TECHNOLOGY	US	76433212	7/23/02	2709281	4/22/03
FAST ACTING	Canada	1490390	7/28/10	TMA844796	2/26/13
	Canada	1077748	10/6/00	TMA610583	5/18/04