

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guard Industries, Inc.		03/20/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Curbell Plastics, Inc.		
Street Address:	7 Cobham Drive		
City:	Orchard Park		
State/Country:	NEW YORK		
Postal Code:	14127		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4268408	DURAFLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7166673377		
Email:	cschenk@curbell.com		
Correspondent Name:	Christopher A. Schenk		
Address Line 1:	7 Cobham Drive		
Address Line 4:	Orchard Park, NEW YORK 14127		
NAME OF SUBMITTER:	/Christopher Schenk/		
SIGNATURE:	/Christopher Schenk/		
DATE SIGNED:	06/15/2018		
Total Attachments: 2			
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OP \$40.00 4268408

TRADEMARK ASSIGNMENT

WHEREAS, on this 20th day of March, 2018 (the "Effective Date"), **GUARD INDUSTRIES, INC.**, a Missouri corporation with a principal place of business at 3333 Washington Boulevard, St. Louis, Missouri 63103 ("the Assignor"), is the sole and exclusive owner of the trademark DURAFLEX (referred to herein as "the Mark") and of U.S. Registration No. 4,268,408 covering the Mark, and all goodwill of the business symbolized by and associated with the Mark (all of the above collectively referred to herein as "the Trademark Property"); and

WHEREAS, **CURBELL PLASTICS, INC.**, a New York corporation with a principal place of business at 7 Cobham Drive, Orchard Park, New York 14127 ("the Assignee"), is desirous of acquiring all right, title and interest in and to said Trademark Property, and the merchandizing rights associated with the goods and services covered thereby.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, that for and in consideration of a sum of money paid or to be paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys, sets over, and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark Property and merchandizing rights associated with the Trademark Property for the United States, its territorial possessions and all foreign countries, and in and to any and all registrations and applications for registration relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, together with all registration or common law rights, and rights under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely to the same extent as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with the goodwill of the business symbolized by and associated with the Marks, and any and all claims for damages or injunctive relief by reason of infringements or dilutions of such Trademark Property or any other common law right thereof, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns or other legal representatives.

AND Assignor hereby covenants that Assignor is the sole and exclusive owner of the Trademark Property and has full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

AND Assignor agrees that upon request by Assignee, or its successors, assigns or other legal representatives, Assignor or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary for perfecting, securing and completing this assignment at the Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee or its successors, assigns or other legal representatives may consider necessary.

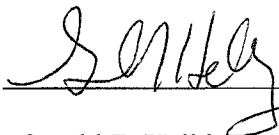
IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby execute and deliver this Trademark Assignment as of the Effective Date set forth above.

GUARD INDUSTRIES, INC.

By:  _____

Name: James D. Barnes
Title: President

CURBELL PLASTICS, INC.

By:  _____

Name: Gerald T. Helbig
Title: President