

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM472717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NANOHORIZONS INC., a Delaware corporation		03/26/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	F GROUP NANO, LLC, a Pennsylvania limited liability company
Street Address:	5700 Corporate Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15237
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4091574	SMARTSILVER
Registration Number:	4462878	SMARTSILVER
Registration Number:	3345658	SMART SILVER
Registration Number:	3363456	SMARTSILVER
Registration Number:	3062958	NANOHORIZONS

CORRESPONDENCE DATA

Fax Number: 4124562864
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.
 Phone: 4124562881
 Email: dgo@muslaw.com
 Correspondent Name: David G. Oberdick
 Address Line 1: 535 Smithfield Street
 Address Line 2: Suite 1300
 Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	David G. Oberdick
SIGNATURE:	/David G. Oberdick/
DATE SIGNED:	05/04/2018

CH \$140.00 4091574

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), made effective as of March 26, 2018, is executed and delivered by NANO HORIZONS INC., a Delaware corporation ("Assignor"), to F GROUP NANO, LLC, a Pennsylvania limited liability company ("Assignee"). Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated March 26, 2018, by and among Assignor, Assignee, and David Woodle as Guarantor.

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to the trademark registrations and applications listed on Schedule A attached hereto, any other registrations or applications in any jurisdictions that cover the same marks as the foregoing or any combination thereof, and all common law trademarks listed on Schedule A (collectively, the "Assigned Trademarks") and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers unto Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest in and to the Assigned Trademarks, together with the rights, as applicable, (a) to sue and recover damages and obtain equitable relief for past, present and future infringement thereof; (b) to collect royalties and other payments thereunder; (c) to claim priority based thereon under the laws of any jurisdiction and/or under international conventions or treaties; (d) to prosecute, register, maintain and defend the foregoing before any public or private agency, office or registrar; and (e) to fully and entirely stand in the place of the Assignor, in all matters related thereto. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title and interest therein and thereto, and to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys or agents, all official documents and communications as may be warranted by this Assignment.

2. Purchase Agreement. This Assignment does not modify the terms of the Purchase Agreement. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement control.

3. Counterparts. This Assignment may be executed in counterparts, each of which is an original, and all of which together are one and the same agreement. A signed copy of this Assignment delivered by any means of electronic transmission has the same legal effect as delivery of an original signed copy of this Assignment.

4. Governing Law. This Assignment is governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or of any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

NANOHORIZONS INC.

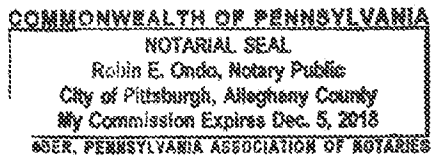
By: David Woodle
Name: David Woodle
Title: Chief Executive Officer

STATE OF Pennsylvania
COUNTY OF Allegheny ss.:

On this 26th day of March 2018, before me, the undersigned, a notary public in and for said state and county, personally appeared David Woodle personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of NanoHorizons Inc., as the Chief Executive Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Robin E. Onco
Notary Public

(Affix Seal Below)



F GROUP NANO, LLC

By: *Franco Harris*
Name: Franco Harris
Title: Chief Executive Officer

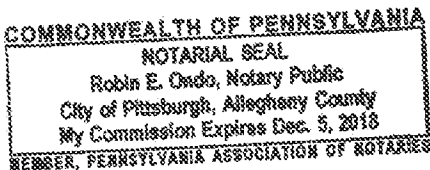
STATE OF Pennsylvania
COUNTY OF Allegheny

ss.:

On this 20th day of March 2018, before me, the undersigned, a notary public in and for said state and county, personally appeared Franco Harris, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of F Group Nano, LLC, as the Chief Executive Officer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Robin E. Ondo
Notary Public

(Affix Seal Below)



[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006380 FRAME: 0672

SCHEDULE A

ASSIGNED TRADEMARKS

Registered Trademarks

Mark	Country	Owner	Reg. No.	Reg. Date	Status
SMARTSILVER	United States	NanoHorizons Inc.	4091574	01/24/2012	Registered
SMARTSILVER	United States	NanoHorizons Inc.	4462878	01/07/2014	Registered
SMART SILVER	United States	NanoHorizons Inc.	3345658	11/27/2007	Registered
SMARTSILVER	United States	NanoHorizons Inc.	3363456	01/01/2008	Registered
SMARTSILVER	European Union	NanoHorizons Inc.	005161732	05/31/2007	Registered
NANOHORIZONS	United States	NanoHorizons Inc.	3062958	02/28/2006	Registered
NANOHORIZONS	European Union	NanoHorizons Inc.	004536652	07/27/2006	Registered

Common Law Trademarks:

Additive SSB
SmartSilver® PRO
SmartSilver® PRO G
SmartSilver® WS
SmartSilver® WS-U
SmartSilver® WS-F
SmartSilver® AS
SmartSilver® AS-F
Polyform-HS70 (Experimental)
Polyform-HS80 (Experimental)
Polyform CW-10
SmartSilver® WC-10
SmartSilver® PW
SmartSilver® WC-1
SmartSilver® WB-20
SmartSilver® WP-2
SmartSilver® PB-3
SmartSilver® AD-5
SmartSilver® ACM-5
SmartSilver® MB PET
SmartSilver® MB PET
SmartSilver® Masterbatch
SmartSilver® MB DFG-3
SmartSilver® MB PE
SmartSilver® MB PPNT -0.5
SmartSilver® MB N6-1

[Schedule A to Trademark Assignment]

SmartSilver® MB PP-1
SmartSilver® MB PEW-4
SmartSilver® MB PEW-8
SmartSilver® Anti-Odor Spray
SmartSilver® Yarn N3010-11
SmartSilver® Yarn N4034-11
SmartSilver® Yarn N4034-21
SmartSilver® Yarn N7034-21
SmartSilver® Yarn N3010-12
SmartSilver® Yarn N10078-22
SmartSilver® Yarn N4034-12
SmartSilver® Yarn N4034-22
SmartSilver® Yarn N7034-22
SmartSilver logo:



[Schedule A to Trademark Assignment]