

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487369

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
Strathmore Holdings, LLC		07/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Carboline Company
Street Address:	2150 Schuetz Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63146
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	87260325	STRATHMORE
Serial Number:	87669762	STRATHMORE
Serial Number:	87632852	FIREPLEX
Serial Number:	87260168	HYDRAPLEX
Serial Number:	87258984	STRATHANE
Serial Number:	87258933	STRATHOLINER
Serial Number:	87260039	TANKPLEX
Serial Number:	87260118	PIPEPLEX
Serial Number:	87260140	STRATHPLEX
Serial Number:	87260069	MARINEPLEX
Serial Number:	87259088	WINDPLEX
Serial Number:	86487589	STRATHOLINER
Serial Number:	85684978	WINDTHANE
Serial Number:	85684972	WINDZINC
Serial Number:	85684963	WINDPOXY
Serial Number:	74470647	RAILPLEX

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2162410816

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: 216.622.8200

Email: ipdocket@calfee.com

Correspondent Name: Raymond Rundelli

Address Line 1: 1405 East Sixth Street

Address Line 2: The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1608

ATTORNEY DOCKET NUMBER:	06821/12580
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NAME OF SUBMITTER:	Sandi L. Colello
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SIGNATURE:	/Sandi L. Colello/
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DATE SIGNED:	08/24/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made and delivered as of this 31st day of July, 2018, by Strathmore Holdings, LLC, a Delaware limited liability company (the "*Seller*"), in favor of Carboline Company, a Delaware corporation (the "*Buyer*"). The Buyer and the Seller are sometimes referred to in this Assignment collectively as the "*Parties*" or individually as a "*Party*". Terms used in this Assignment that are capitalized and not otherwise defined herein shall have the meanings given to them in the Agreement (as defined below).

RECITALS

A. The Parties, together with CSW Industrial Holdings, Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "*Agreement*"), pursuant to which the Buyer agreed to purchase and acquire from Seller, and Seller agreed to sell, transfer, convey, assign and deliver to the Buyer free and clear of all Liens (other than Permitted Liens) all of Seller's right, title and interest in, under and to the Acquired Assets, including the Business Intellectual Property.

B. Seller is the owner of all rights, title and interest in and to the trademarks that are part of the Acquired Assets, including, but not limited to, those identified on the attached Exhibit A, the United States trademark applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated therewith (the "*Marks*"), and has agreed to transfer to Buyer free and clear of all Liens (other than Permitted Liens) all of Seller's right, title interest in, under and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Marks. Seller hereby irrevocably sells, transfers, conveys, assigns and delivers unto Buyer, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks owned by Seller, any and all applications and registrations therefor, including, without limiting, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Seller if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Seller in and/or to the Marks and Seller's right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Seller may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Seller hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Buyer as assignee of the entire right, title and interest therein or otherwise as Buyer may direct, in accordance with this Assignment. Seller further agrees, upon reasonable request and at Buyer's sole cost and expense, that Seller and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or

maintaining the title of the Buyer, its successors and assigns, to such Marks and any registrations issued for such Marks.

2. Binding Effect. The Marks are hereby sold, transferred, conveyed, assigned and delivered by Seller to the Buyer and its successors and assigns forever, and this Assignment shall be binding on Seller and its successors and assigns.

3. No Waiver or Modification; Subject to Agreement. Nothing contained in this Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties based upon, arising out of or otherwise in respect of the Agreement. This Assignment is not intended to create any broader obligations of the Parties than those contemplated by the Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall be governing and controlling. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by each Party. This Assignment is subject to all of the representations, warranties, covenants, exclusions, limitations and indemnities set forth in the Agreement, all of which are incorporated herein by reference.

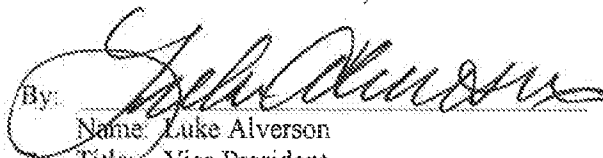
4. Governing Law. This Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

5. Counterparts. This Assignment may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

STRATHMORE HOLDINGS, LLC

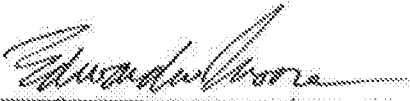
By: 
Name: Luke Alverson
Title: Vice President

{Signature Page to Trademark Assignment}

TRADEMARK
REEL: 006422 FRAME: 0074

Acknowledged by:

CARBOLINE COMPANY

By: 
Name: Edward W. Moore
Title: Secretary

{Acknowledgement to Trademark Assignment}

EXHIBIT A

Trademarks and Trademark Applications:

<u>Trademark</u>	<u>Serial Number</u>	<u>Country and filing date</u>
STRATHMORE	87260325	US-12/7/16
STRATHMORE	87669762	US-11/2/17
FIREPLEX	87632852	US-10/4/17
HYDRAPLEX	87260168	US-12/7/16
STRATHANE	87258984	US-12/6/16
STRATHOLINER	87258933	US-12/6/16
TANKPLEX	87260039	US-12/7/16
PIPEPLEX	87260118	US-12/7/16
STRATHPLEX	87260140	US-12/7/16
MARINEPLEX	87260069	US-12/7/16
WINDPLEX	87259088	US-12/6/16
STRATHOLINER	86487589	US-12/22/14
WINDTHANE	85684978	US-7/24/12
WINDZINC	85684972	US-7/24/12
WINDPOXY	85684963	US-7/24/12
RAILPLEX	74470647	US-12/20/93
STRATHMORE	3734643	India-1/23/18

{Exhibit A to Trademark Assignment}