ETAS ID: TM494512

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Signature Systems Group, LLC		09/24/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ICP Construction, Inc.
Street Address:	150 Dascomb Road
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4110507	RUBBERDECK
Serial Number:	87827653	RUBBERDECK
Registration Number:	4018730	SIGNAFLEX

CORRESPONDENCE DATA

Fax Number: 4129181199

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: 4129181112

Email: ipdocket@metzlewis.com

Correspondent Name: Jessica M Hauth

Address Line 1: 535 Smithfield Street, Suite 800 Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	4021/003
NAME OF SUBMITTER:	Jessica M Hauth
SIGNATURE:	/Jessica M Hauth/
DATE SIGNED:	10/18/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of September 24, 2018 by Signature Systems Group, LLC, a Delaware limited liability company ("Assignor"), in favor of ICP Construction, Inc., a Massachusetts corporation ("Assignee").

Assignor and Assignee are parties to the Asset Purchase Agreement executed contemporaneously with this Assignment (the "Purchase Agreement"), whereby Assignor has agreed to assign all of Assignor's right, title and interests in and to the trademark applications and trademark registrations set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
- (a) trademark applications and trademark registrations, and all extensions and renewals thereof, set forth on <u>Exhibit A</u> hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on <u>Exhibit A</u>, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, upon Assignee's reasonable request and at Assignee's sole cost and expense,

including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Survival</u>. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Assignment. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

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Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignment	snor has executed this Assignment as of the date i
written above.	
	Assignor:
	Signature Systems Group, LLC
	Вуч
	Name: Pradeep Saha
	Its: Chief Executive Officer
AGREED TO AND ACCEPTED:	
	Assignee:
	ICP Construction, Inc.
	By: \

Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country
RUBBERDECK	App 85427927 Reg 4110507	App 21-SEP-2011 Reg 06-MAR-2012	U.S.
RUBBERDECK	App 87827653	App 09-MAR-2018	U.S.
SIGNAFLEX	App 85214109 Reg 4018730	App 10-JAN-2011 Reg 30-AUG-2011	U.S.

RECORDED: 10/18/2018