

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Signature Systems Group, LLC		09/24/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICP Construction, Inc.		
<b>Street Address:</b>	150 Dascomb Road		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85427927	RUBBERDECK	
<b>Serial Number:</b>	87827653	RUBBERDECK	
<b>Serial Number:</b>	85214109	SIGNAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	6124927000		
<b>Email:</b>	mbowman@fredlaw.com		
<b>Correspondent Name:</b>	Megan A. Bowman		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Megan A. Bowman		
<b>SIGNATURE:</b>	/Megan A. Bowman/		
<b>DATE SIGNED:</b>	09/27/2018		
<b>Total Attachments: 5</b>			
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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. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), 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 Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, 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. Recordation and Further Actions. 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. Survival. 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. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

5. Counterparts. 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]*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

**Assignor:**

Signature Systems Group, LLC

By: 

Name: Pradeep Saha

Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

**Assignee:**

ICP Construction, Inc.

By: \_\_\_\_\_

Name: Douglas Mattscheck

Its: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

Assignor:

Signature Systems Group, LLC

By: \_\_\_\_\_

Name: Pradeep Saha

Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

Assignee:

ICP Construction, Inc.

By:  \_\_\_\_\_

Name: Douglas Mattscheck

Its: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

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