

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phoenix Products Company, Inc.		08/31/2018	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phoenix Products, LLC		
<b>Street Address:</b>	125 Summer Street, Suite 1840		
<b>Internal Address:</b>	c/o JMC Capital Partners II, L.P. - Attention: G. Lawrence Bero; Michael A. D'Amelio		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Limited Liability Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4539983	ECOMOD	
<b>Registration Number:</b>	4183237	MODCOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>	6175701000		
<b>Email:</b>	SAllirampersad@goodwinlaw.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP		
<b>Address Line 1:</b>	100 Northern Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	124973-276878		
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad/Paralegal		
<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/		
<b>DATE SIGNED:</b>	10/26/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 31<sup>st</sup> day of August, 2018, by and between Phoenix Products Company, Inc., a corporation organized and existing under the laws of Wisconsin ("Assignor") and Phoenix Products, LLC, a limited liability corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

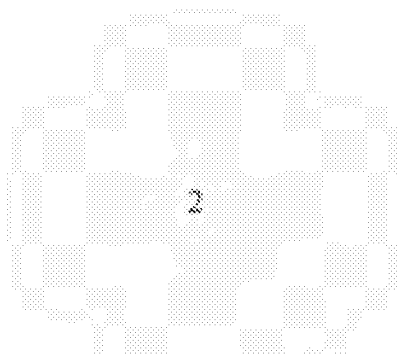
NOW, THEREFORE, in consideration of at least U.S. \$1.00 and the premises set forth above and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*



Trademark Assignment

**TRADEMARK**  
**REEL: 006468 FRAME: 0641**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Phoenix Products Company, Inc.

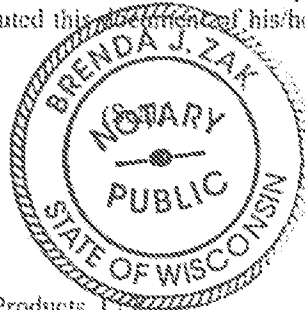
Name: GEORGE J. WOODRICKHAM  
Signature: [Handwritten Signature]  
Title: President

NOTARIZATION

On this 31 day of August, 2018, before me, the undersigned Notary Public, personally appeared George J. Woodrickenham to me through satisfactory evidence of identification, which was/were personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Brenda J. Zak  
Signature of Notary

My Commission Expires: 8/26/2022



ASSIGNEE: Phoenix Products, Inc.

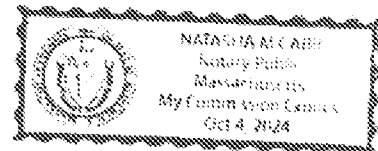
Name: G. LAWRENCE BERS  
Signature: [Handwritten Signature]  
Title: Treasurer

On this 31 day of August, 2018, before me, the undersigned Notary Public, personally appeared G. Lawrence Bers, proved to me through satisfactory evidence of identification, which was/were personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Natasha McCaffrey  
Signature of Notary

My Commission Expires: 10/4/24

(Seal)



Signature page to Trademark Assignment

Exhibit A

Marks

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
DURABILITY BY DESIGN	Australia	1646676	9/12/2014	1646676	9/12/2014
ECOMOD	U.S.	85915090	4/25/2013	4539983	5/27/2014
MODCOM	Australia	1495657	6/7/2012	1495657	6/7/2012
MODCOM	U.S.	85492734	12/12/2011	4183237	7/31/2012