

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Fiber Technology, Inc.		10/31/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Advanced Fiber, LLC		
Street Address:	495 South High Street		
Internal Address:	Suite 50		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3590305	AFT FIRE SHIELD	
Registration Number:	3656703	AFT	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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>			
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	28450/04366		
NAME OF SUBMITTER:	Carol A. Costanza		
SIGNATURE:	/Carol A. Costanza/		
DATE SIGNED:	11/30/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Trademark Assignment") is made and delivered effective as of October 31, 2018 (the "Effective Date"), by and between Advanced Fiber Technology, Inc., an Ohio corporation having an address of 100 Crossroads Blvd., Bucyrus, Ohio 44820 ("Assignor"), and Advanced Fiber, LLC, a Delaware limited liability company having an address of 495 South High Street, Suite 50, Columbus, Ohio 43215 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement") (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's right, title and interest in and to the Purchased Assets, including certain Intellectual Property Rights, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, and all applications, registrations, extensions and renewals thereof;

(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 and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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 Assurances. 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 Trademark Assignment upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as any of such Persons may request to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile, e-mail or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Trademark Assignment or any of its rights, interests or obligations hereunder without the prior written approval of the other party. Notwithstanding the foregoing, Assignee may assign its rights hereunder to an Affiliate or to any successor to substantially all of the Business and may collaterally assign its rights with respect to this Trademark Assignment and the transactions contemplated herein to its lender(s).

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

ADVANCED FIBER TECHNOLOGY, INC.

ADVANCED FIBER, LLC

By: Doug Leuthold

By: _____

Printed: Doug Leuthold, President

Printed: Michael T. Miller, CFO

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

ADVANCED FIBER TECHNOLOGY, INC.

ADVANCED FIBER, LLC

By: _____

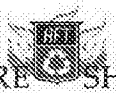

By:  _____

Printed: Doug Leuthold, President

Printed: Michael T. Miller, CFO

SCHEDULE I - TRADEMARKS

Registered Trademarks:

Trademark	Country	Reg. No.	Reg. Date	App. No.	Filing Date	Owner of Record	Status
 FIRE SHIELD	US	3590305	3/17/2009	77461848	4/30/2008	Advanced Fiber Technology, Inc.	Registered
	US	3656703	7/21/2009	77496417	6/11/2008	Advanced Fiber Technology, Inc.	Registered

Unregistered Trademarks:

- ADVANCED FIBER TECHNOLOGY