

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501399

<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>
TBL Performance Plastics LLC		03/14/2018	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TF Tubing, LLC		
<b>Street Address:</b>	104 Demarest Road		
<b>City:</b>	Sparta		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07871		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85365119	DAIRYFLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6038864796		
<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>	6038866100		
<b>Email:</b>	trademarks@mcr-ip.com		
<b>Correspondent Name:</b>	Maine Cernota & Rardin		
<b>Address Line 1:</b>	547 Amherst St., 3rd Floor		
<b>Address Line 4:</b>	Nashua, NEW HAMPSHIRE 03063		
<b>ATTORNEY DOCKET NUMBER:</b>	TFT002-TM		
<b>NAME OF SUBMITTER:</b>	Matthew J. Curran		
<b>SIGNATURE:</b>	/Matthew J. Curran, Reg. No. 71,094/		
<b>DATE SIGNED:</b>	12/10/2018		
<b>Total Attachments: 2</b>			
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## Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this "**Agreement**"), dated as of March 14, 2018 (the "Effective Date"), is by and between TBL Performance Plastics LLC, a New Jersey limited liability company (the "**Seller**"), and TF Tubing, LLC, a New Jersey limited liability company (the "**Purchaser**"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth in the Purchase Agreement, as defined below.

### Recitals

A. The Seller and the Purchaser have entered into a certain Asset Purchase Agreement, dated as of March 14, 2018 (the "Purchase Agreement").

B. The Seller has agreed to an assignment of all Acquired Assets that are intangible personal property, including the Business Contracts, (the "Acquired Assets") and the Purchaser has agreed to assume, Seller's duties and obligations to and under the Acquired Assets.

### Agreement

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Purchaser, Seller's entire right, title and interest in, to and under the Acquired Assets, and Purchaser hereby accepts such assignment and assumes all Seller's duties and obligations under the Acquired Assets, and agrees to pay, perform and discharge, as and when due, all Seller's obligations under the Acquired Assets accruing on and after the Effective Date.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded hereby, but will 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 will govern.

3. Governing Law; Venue. This Agreement will be governed by and construed in accordance with New Jersey law, without regard to its principles of conflicts of law. The parties submit to the jurisdiction of the state of New Jersey and federal courts for or in Sussex County, New Jersey, and agree that any legal action or proceeding relating to this Agreement shall be brought in those courts.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail or other

means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Each party hereto will execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

**In Witness Whereof**, the parties have executed this Agreement to be effective as of the date first above written.

TBL PERFORMANCE PLASTICS LLC

By: 

Paul Robert Dupont, Jr.  
CEO

TF TUBING, LLC

By: 

Name: William E. Dornady IV  
Title: VP