

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPR2 Corporation		02/22/2019	Corporation: 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:	3001758	FIRESHELL	
Registration Number:	3001757	HEAT SHEDDER	
Registration Number:	3113231	FIRESAFE	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby, Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	02/25/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”) is dated as of February 22, 2019, by and between TPR2 Corporation, a Delaware corporation (“Assignor”), and ICP Construction, Inc., a Massachusetts corporation (“Assignee”). Assignor and Assignee, along with other parties named therein, are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of even date herewith, pursuant to which Assignee will purchase substantially all of the assets of Assignor, effective as of the date hereof. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

RECITALS

WHEREAS, Assignor, inter alia, is engaged in the business of developing, manufacturing, selling and distributing intumescent coatings and fire protection technologies for application to the interior and exterior of the residential and commercial building envelope, including thermal barrier and ignition barrier coatings (the “Business”);

WHEREAS, Assignor desires to sell, and Assignee desires to purchase, the assets associated with those products lines expressly set forth on Schedule A to the Purchase Agreement (the “Purchased Business”) for the consideration and on the terms set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the respective rights, title, and interests that Assignor has (or may be deemed to have) in Assignor’s Intellectual Property (as defined in the Purchase Agreement), including the patents and trademarks listed on Exhibit A attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts such assignment, all of Assignor’s rights, title and interest in, under and to, all of Assignor’s Intellectual Property (subject to exclusion of the Excluded Assets), together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment not been made, including but not limited to:

- a) the patents set forth on Exhibit A and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- b) all (i) trademark registrations and applications set forth on Exhibit A, (ii) trademarks underlying the trademark registrations and applications set forth on Exhibit A, and (iii) unregistered trademarks set forth on Exhibit A;

- c) any and 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;
- d) 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
- e) 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. Successors and Assigns. This IP Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Terms of the Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this IP Assignment but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any irreconcilable conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement will govern.

4. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment.

5. Governing Law; Forum; Waiver of Jury Trial. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this IP Assignment will be governed by Section 7.9 of the Purchase Agreement.

6. Counterparts. This IP Assignment may be executed in two counterparts, all of which will be considered one and the same agreement and will 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 IP Assignment with signatures transmitted by facsimile or electronically (*e.g.* pdf) will be deemed to be original signed versions of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNOR:

TPR2 CORPORATION



By: Peter Gummo
Its: President

ASSIGNEE:

ICP CONSTRUCTION, INC.

By: Douglas Mattscheck
Its: Chief Executive Officer

[Signature Page to IP Assignment]

TRADEMARK
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Its: President

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ICP CONSTRUCTION, INC.



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[Signature Page to IP Assignment]

EXHIBIT A
INTELLECTUAL PROPERTY

PATENTS:

U.S. Patents

Patent No.	Filing Date	Title	Owner	Status
8,029,704	08-25-2005	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Granted
8,153,034	09-01-2011	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Granted
9,097,011	06-05-2009	HEAT AND FIRE RESISTANT PLASTIC FOAM	TPR2 CORPORATION	Granted

Foreign Patent Applications

Country	Patent No.	Filing Date	Title	Owner	Status
MX	294845	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Granted

Foreign Patent Applications

Country	App. No.	Filing Date	Title	Owner	Status
JP	2008-528016	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Published
WO	PCT/US06/32350	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Expired
AU	2006283516	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Abandoned
BR	PI0614779	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Abandoned
CN	200680034336	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Abandoned
EP	06801863.9	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Abandoned
KR	1020087007054	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Abandoned
RU	2008110907	08-17-2006	FLEXIBLE PROTECTIVE COATING	TPR2 CORPORATION	Abandoned

TRADEMARKS APPLICATIONS AND REGISTRATIONS (Including Underlying Marks):

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Status
FIRESHELL	App 78466979 Reg 3001758	App 13-AUG-2004 Reg 27-SEP-2005	U.S.	TPR2 CORPORATION	Active
HEAT SHEDDER	App 78466978 Reg 3001757	App 13-AUG-2004 Reg 27-SEP-2005	U.S.	TPR2 CORPORATION F/K/A THERMAL PRODUCTS RESEARCH INC.	Active
FIRESAFE	App 78441713 Reg 3113231	App 25-JUN-2004 Reg 04-JUL-2006	U.S.	TPR2 CORPORATION	Active

UNREGISTERED TRADEMARKS:

FIRESHELL
HEAT SHEDDER
FIRESAFE
Structure Saver