

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514032

<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>
Insulating Coatings Corp.		03/08/2019	Corporation: FLORIDA
D. L. Ziebarth Marketing, Inc.		03/08/2019	Corporation: NEW YORK
ASTEC Warranty Services, Inc.		03/08/2019	Corporation: NEW YORK
<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>Registration Number:</b>	4536356	THERM-GUARD	
<b>Registration Number:</b>	3407742	ASTEC	
<b>Registration Number:</b>	2795676	RE-PLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6124927717		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Michelle Hill, Paralegal		
<b>Address Line 1:</b>	Suite 4000		
<b>Address Line 2:</b>	200 South Sixth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	76687.291		
<b>NAME OF SUBMITTER:</b>	Michelle Hill		
<b>SIGNATURE:</b>	/Michelle Hill/		
<b>DATE SIGNED:</b>	03/13/2019		

OP \$90.00 4536356

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of March 8, 2019, by and among Insulating Coatings Corp., a Florida corporation (“ICC”), D. L. Ziebarth Marketing, Inc., a New York corporation (“DLZ”), ASTEC Warranty Services, Inc., a New York corporation (“ASTEC”) (ASTEC, DLZ and ICC, collectively, the “Assignors”) and ICP Construction, Inc., a Massachusetts corporation (“Assignee”). Assignors and Assignee, along with other parties named therein, are parties to that certain Asset Purchase and Contribution Agreement (the “Purchase Agreement”), dated as of even date herewith. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

### RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to effectuate the sale, assignment, conveyance, transfer, and delivery to Assignee of all of Assignors’ Intellectual Property (other than Intellectual Property specifically identified as Excluded Assets), including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Assignee desires to accept such transfer and assignment of the IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably sell, convey, assign, transfer, and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations, or reservations, all of Assignors’ right, title, and interest in and to the IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignors had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignors have or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the IP Rights from Assignors.

2. Domain Name and Social Networking Transfers. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the “Transfer Procedures”). If any further documents or agreements are required to be executed by the parties to carry out such Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties agree to cooperate fully with each other and to promptly take all necessary actions in order to

comply with the Transfer Procedures so as to effect the transactions contemplated in this IP Assignment, including Assignors directing any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Assignee. In the event that it is not possible to transfer ownership of certain social networking identifiers, then the parties will work together to accomplish an informal, unofficial transfer, such as Assignors providing Assignee with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then Assignors shall take all reasonably necessary steps as requested by Assignee to delete the social networking identifier(s) at issue. In the event that Assignors are unable to delete any of the social networking identifiers requested by Assignee, Assignors agree to permanently cease the use of such social networking identifiers, and Assignors agree that it will not, at any time, except upon the express prior written consent of Assignee, access any social media or other system using such social networking identifiers or otherwise make use of such social networking identifiers.

3. Terms of IP Assignment. Assignors and Assignee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Assignors with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world, and Assignee shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the IP Rights.

5. Further Assurances. Assignors covenant and agree, at their own expense, to execute and to deliver, at the request of the Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as the Assignee may reasonably request of Assignors from time to time, to perfect or record the right or title of Assignee to Assignors' IP Rights transferred hereby.

6. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an

inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this IP Assignment.

7. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

8. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Assignee, Assignors, and each of their respective successors and permitted assigns.


9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

*[Signature Page to Follow]*


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

**ASSIGNORS:**


**INSULATING COATINGS CORP.**

By:   
Name: David Ziebarth  
Title: President

**D. L. ZIEBARTH MARKETING, INC.**

By:   
Name: David Ziebarth  
Title: President

**ASTEC WARRANTY SERVICES, INC.**

By:   
Name: David Ziebarth  
Title: President

**ASSIGNEE:**

**ICP CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Name: Douglas Mattscheck  
Title: Chief Executive Officer

*[Signature page to IP Assignment Agreement]*

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

**ASSIGNORS:**

**INSULATING COATINGS CORP.**

By: \_\_\_\_\_  
Name: David Ziebarth  
Title: President

**D. L. ZIEBARTH MARKETING, INC.**

By: \_\_\_\_\_  
Name: David Ziebarth  
Title: President

**ASTEC WARRANTY SERVICES, INC.**

By: \_\_\_\_\_  
Name: David Ziebarth  
Title: President

**ASSIGNEE:**

**ICP CONSTRUCTION, INC.**

By:   
Name: Douglas Matscheck  
Title: Chief Executive Officer

*[Signature page to IP Assignment Agreement]*

**TRADEMARK**

**REEL: 006589 FRAME: 0507**

**EXHIBIT A-1**

**ICC Intellectual Property**





U.S. Registered Trademarks

Mark	Registration Number	Date of First Use	Date of Application	Date of Registration	Date of Last Renewal
THERM-GUARD	4536356	8/1/1988	7/24/2013	5/27/2014	N/A
ASTEC	3407742	4/1985	3/29/2007	4/8/2008	2/5/2018

Inactive Trademark Registrations & Applications

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Status
	App 882546	App 20-OCT-1999	India	INSULATING COATING CORPORATION	Inactive
	App 088052313 Reg 00960895	App 22-OCT-1999 Reg 16-SEP-2001	Taiwan	INSULATING COATINGS CORPORATION	Inactive
	App 809892 Reg 809892	App 11-OCT-1999 Reg 11-OCT-1999	Australia	INSULATING COATINGS CORPORATION	Expired
	App 99011189	App 05-NOV-1999 Reg 02-AUG-2002	Malaysia	INSULATING COATINGS CORPORATION	Abandoned
	App 41999008057	App 19-OCT-1999	Philippines	INSULATING COATINGS CORPORATION	Refused
	App 41999007883	App 13-OCT-1999	Philippines	INSULATING COATINGS CORPORATION	Refused
	App 77137901 Reg 3355385	App 22-MAR-2007 Reg 18-DEC-2007	US	INSULATING COATINGS CORPORATION	Cancelled



Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Status
	App 77138000	App 22-MAR-2007	US	INSULATING COATINGS CORPORATION	Abandoned
TRIPLE SEAL	App 76088546 Reg 2492358	App 14-JUL-2000 Reg 25-SEP-2001	US	INSULATING COATINGS CORPORATION	Cancelled
	App 75613617 Reg 2370279	App 30-DEC-1998 Reg 25-JUL-2000	US	INSULATING COATINGS CORPORATION	Cancelled
	App 75095991 Reg 2057216	App 29-APR-1996 Reg 29-APR-1997	US	INSULATING COATINGS CORPORATION	Cancelled
INSULATING COATINGS CORPORATION	App 75095994	App 29-APR-1996	US	INSULATING COATINGS CORPORATION	Abandoned Supplemental Register
THERM-GUARD	App 73753445 Reg 1541116	App 22-SEP-1988 Reg 30-MAY-1989	US	INSULATING COATINGS CORPORATION	Cancelled
	App 73677115	App 07-AUG-1987	US	INSULATING COATINGS CORPORATION	Abandoned

### DLZ Intellectual Property

#### U.S. Registered Trademarks

Mark	Registration Number	Date of First Use	Date of Application	Date of Registration	Date of Last Renewal
RE-PLY	2795676	10/1/2002	2/26/2002	12/16/2003	12/13/2013

#### Inactive Trademark Registrations & Applications

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country	Owner	Status
NU-PLY	App 76375072	App 26-FEB-2002	US	D.L. ZIEBARTH MARKETING, INC.	Abandoned Intent to Use

## EXHIBIT A-2

### ICC Intellectual Property

#### Domain Names

Domain Name	Expiration Date	Management Platform	Target
astec.tel	3/23/2021	Network Solutions	No webspace...reserved for telecommunications
astec.us.com	2/26/2019	Network Solutions	http://astec.us.com
asteccoatings.com	3/8/2019	Network Solutions	http://www.icc-astec.com
icc-astec.com	10/7/2019	Network Solutions	http://www.icc-astec.com
icc-astec.info	4/28/2019	Network Solutions	http://www.icc-astec.com
icc-astec.net	10/9/2020	Network Solutions	http://www.icc-astec.com
icc-astec.org	10/9/2020	Network Solutions	http://www.icc-astec.com
icc-astec.xyz	6/25/2019	Network Solutions	No webspace
insulatingcoatings.com	4/23/2020	Network Solutions	http://www.icc-astec.com
myastec.com	11/29/2021	Network Solutions	No webspace
reply-roofing.com	3/8/2021	Network Solutions	http://www.icc-astec.com
replyroofingsystems.com	3/8/2021	Network Solutions	http://www.icc-astec.com
replyroofs.com	3/8/2021	Network Solutions	http://www.icc-astec.com
whyreplace.com	11/29/2021	Network Solutions	http://whyreplace.com
yreplace.com	11/29/2021	Network Solutions	http://whyreplace.com
yreplace.net	2/6/2019	Network Solutions	http://whyreplace.com
astecreply.com	11/9/2018	1&1	http://www.icc-astec.com
icc-astec.us	2/26/2019	1&1	http://www.icc-astec.com
replymyroof.com	12/5/2018	1&1	http://whyreplace.com
whyreplaceyourroof.com	2/3/2019	1&1	http://whyreplace.com
astecroofing.com	11/9/2018	1&1	http://www.icc-astec.com

#### Social Media

Pinterest	<a href="https://www.pinterest.com/whyreplace/">https://www.pinterest.com/whyreplace/</a>
Instagram	<a href="https://www.instagram.com/astec_roofing/">https://www.instagram.com/astec_roofing/</a>
Linkedin	<a href="https://www.linkedin.com/company/insulating-coatings-corporation">https://www.linkedin.com/company/insulating-coatings-corporation</a>
Twitter	<a href="https://twitter.com/whyreplace">https://twitter.com/whyreplace</a>
Vimeo	<a href="https://vimeo.com/astec">https://vimeo.com/astec</a>
Facebook	<a href="https://www.facebook.com/insulatingcoatings">https://www.facebook.com/insulatingcoatings</a>
Facebook	<a href="https://www.facebook.com/astecroofing">https://www.facebook.com/astecroofing</a>
Facebook	<a href="https://www.facebook.com/coolroofing">https://www.facebook.com/coolroofing</a>
Google +	<a href="https://plus.google.com/106742334676095478920">https://plus.google.com/106742334676095478920</a>
Word Press	<a href="http://whyreplace.wordpress.com">whyreplace.wordpress.com</a>

Tumblr <https://whyreplace.tumblr.com/>  
 IFTTT <https://ifttt.com/>  
 Youtube <https://www.youtube.com/user/InsulatingCoatings>  
 google plus <https://plus.google.com/b/107300074440471442113/107300074440471442113?hl=en>  
 Flicker <https://www.flickr.com/photos/whyreplace/>

Product Formulas

**2000 Finish** main product for finish coat all substrates  
**Base Coat 2000** grey base coat primarily used with Miami Dade NOA  
**2000 Flash Grade** used for repairs  
**2000 Fibered Finish** flashing around odd shaped penetrations and repairs  
**WPM 9** seams and fasteners  
**Base 8** base coat for EPDM and Asphalt (1791)  
**Base Sealer 4** concrete base coat (styrene)  
**900 Ceramic Finish** used mostly on walls, some metal recoats  
**B-16-71** corrosion primer for metal substrates  
**100 Ceramic Finish** old formula, great for concrete walls (unique polymer)  
**HB 5000 Ceramic** high build version of 100 Ceramic Finish  
**Asphalt Primer** used over new asphalt for bleed through resistance

**DLZ Intellectual Property**

Domain Names

Domain Name	Expiration Date	Management Platform	Target
roofing.org	2/26/2021	Network Solutions	http://www.icc-astec.com

**ICC and DLZ Licensed Intellectual Property**

The Companies license various software products and services from third parties, including the following:

- 1) Arrangement for Goldmine CRM software (annual fee; last paid 1/16/19).
- 2) Arrangement for Mitel VoIP software (annual fee; last paid 12/1/18).
- 3) Arrangement for Stonefield Query reporting add-on for Goldmine CRM software (annual fee; last paid 2/1/19).

- 4) Arrangement for Sophos Antivirus (3 year subscription; last paid 3/19/18).
- 5) Arrangement for Intelliclick marketing automation add-on for Goldmine CRM software (annual fee; last paid 3/1/18).
- 6) Arrangement for Adobe Creative Cloud content creation tool (annual fee; last paid 6/1/18; registered individually to Kyle Ziebarth).
- 7) Arrangement for Basecamp project management platform (monthly fee; last paid 2/28/19; registered individually to Kyle Ziebarth).
- 8) Arrangement for Office365 platform (annual fees; paid periodically through year for different licenses).
- 9) Citrix End User Service Agreement for cloud based file sharing platform (monthly fee; last paid 2/19/19).
- 10) Agreement for Go To Meeting video conferencing software (monthly fee; last paid 2/7/19), subject to the Logmein Terms of Service.