

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VizCo US, Inc.		03/22/2019	Corporation: FLORIDA
Christopher Cantolino		03/22/2019	INDIVIDUAL: UNITED STATES
Cantolino Industries, Inc.		03/22/2019	Corporation: FLORIDA
Made in the USA, LLC		03/22/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Watertite Products, Inc.		
Street Address:	455 W. Victoria Street		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4814142	SECUREFLX	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822000 x2108		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	211654-10067		
NAME OF SUBMITTER:	Aleson Clarke		
SIGNATURE:	/Aleson Clarke/		
DATE SIGNED:	03/29/2019		
Total Attachments: 5			

OP \$40.00 4814142

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made as of March 22, 2019 (the "Effective Date"), by and among Watertite Products, Inc., a California corporation ("Assignee"); VizCo US, Inc., a Florida corporation ("Seller"); Christopher Cantolino, a resident of the State of Florida ("Cantolino"); Cantolino Industries, Inc., a Florida corporation having a business address of 6408 Parkland Drive, Suite 102, Sarasota, FL 34243 ("Industries"); and Made in the USA, LLC, a Florida limited liability company ("Made in the USA, LLC", and collectively, with Seller, Cantolino and Industries, each an "Assignor" and collectively "Assignors"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement, dated as of March 22, 2019 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase, and Assignors have agreed to sell, convey, assign, transfer and deliver to Assignee, all of such Assignors' right, title and interest in, to and under the Intellectual Property Assets (as defined in the Purchase Agreement) on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to execute and deliver this Trademark Assignment by which the Marks set forth in Exhibit A hereto (the "Transferred Marks") are assigned and conveyed by Assignors to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement, it is hereby agreed that:

1. Trademark Conveyance.

Each Assignor does hereby irrevocably and unconditionally:

a. sell, transfer, convey, assign and deliver to Assignee all of such Assignor's right, title and interest in, to and under: (i) the Transferred Marks and all counterparts and extensions thereto, together with the goodwill of the Business associated therewith; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iii) all rights to collect royalties or other payments under or on account of any of the Transferred Marks due or payable on or after the Effective Date, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made.

b. agree to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Transferred Marks assigned to Assignee hereunder and, at Assignee's sole expense, to reasonably assist Assignee as necessary in perfecting such right, title and interest in Assignee.

2. Terms of the Purchase Agreement. This Trademark Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of the Assignors and Assignee under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Trademark Assignment. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall prevail.

3. Counterparts. This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

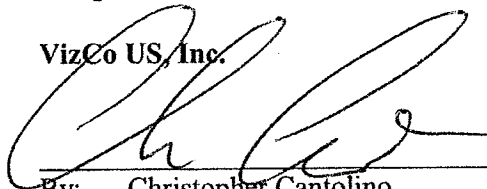
4. Governing Law. This Trademark Assignment and all disputes or controversies arising out of or relating to this Trademark Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

Assignors:

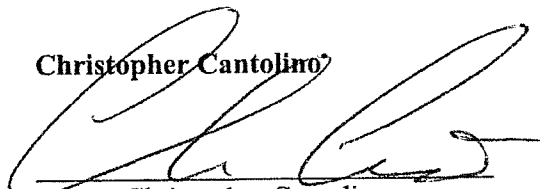
VizCo US, Inc.



By: Christopher Cantolino

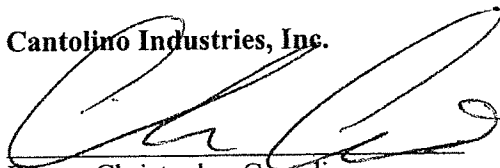
Title: President

Christopher Cantolino



By: Christopher Cantolino

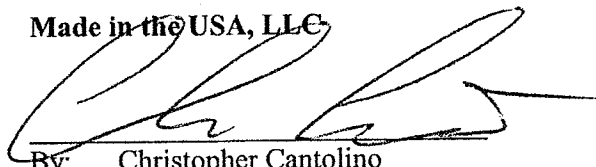
Cantolino Industries, Inc.



By: Christopher Cantolino

Title: President

Made in the USA, LLC



By: Christopher Cantolino

Title: Managing Member

Assignee:

Watertite Products, Inc.

By: _____

Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

Assignors:

VizCo US, Inc.

By: Christopher Cantolino
Title:

Christopher Cantolino

By: Christopher Cantolino

Cantolino Industries, Inc.

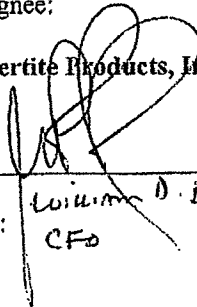
By: Christopher Cantolino
Title:

Made in the USA, LLC

By: Christopher Cantolino
Title:

Assignee:

Watertite Products, Inc.

By: 
Title: CFO

[Signature Page to Trademark Assignment]

Exhibit A to the Trademark Assignment

Mark	Country	Owner	Filing Dt.	Serial No.	Reg. Date	Reg. No.
SECUREFLX	U.S.	Cantolino Industries	June 18, 2014	86/312,617	Sep. 15, 2015	4,814,142

[Exhibit A to Trademark Assignment]

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RECORDED: 03/30/2019

**TRADEMARK
REEL: 006605 FRAME: 0051**