

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D. L. Ziebarth Marketing, Inc.		03/08/2019	Corporation: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2795676	RE-PLY	
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:	612-492-7810		
Email:	ip@fredlaw.com, rgin@fredlaw.com		
Correspondent Name:	Rebecca Gin		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	76687.291		
NAME OF SUBMITTER:	Rebecca Gin		
SIGNATURE:	/Rebecca Gin/		
DATE SIGNED:	03/13/2019		
Total Attachments: 7			
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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]

**TRADEMARK
REEL: 006606 FRAME: 0698**

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: 006606 FRAME: 0699

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