

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520774

<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>
Specialty Products, Inc.		04/24/2019	Corporation: ALASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VF Specialty Products, LLC		
<b>Street Address:</b>	2410 104th St.		
<b>Internal Address:</b>	Ct. S., Suite D		
<b>City:</b>	Lakewood		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98499		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2134885	POLYUREA SS-100	
<b>Registration Number:</b>	3053841	DRAGONSHIELD-HT	
<b>Registration Number:</b>	4456756	WATERSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>	214-745-5681		
<b>Email:</b>	dodom@winstead.com		
<b>Correspondent Name:</b>	David L. Odom		
<b>Address Line 1:</b>	P.O. 131851		
<b>Address Line 4:</b>	Dallas, TEXAS 75313-1851		
<b>ATTORNEY DOCKET NUMBER:</b>	60502-7		
<b>NAME OF SUBMITTER:</b>	David L. Odom		
<b>SIGNATURE:</b>	/David L. Odom/		
<b>DATE SIGNED:</b>	04/25/2019		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is dated as of April 24, 2019, by and between Specialty Products, Inc., an Alaskan corporation ("Contributor"), and VF Specialty Products, LLC, a Delaware limited liability company (the "Company"), pursuant to that certain Contribution and Purchase Agreement, dated as of the date hereof, by and among Contributor, the Company, VersaFlex Acquisition Corp. ("Buyer") and the other parties thereto (the "Purchase Agreement").

**WHEREAS**, under the terms of the Purchase Agreement, Contributor has agreed to contribute, transfer, assign, convey, and deliver to the Company, among other assets, certain intellectual property of Contributor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

**NOW THEREFORE**, for the consideration recited herein and in the Purchase Agreement and the agreements and covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this IP Assignment, the Company and Contributor agree as follows:

1. Assignment. Contributor hereby irrevocably contributes, conveys, transfers, and assigns to the Company all of Contributor's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the patent rights set forth on Schedule 1 hereto, being United States and non-U.S. patents, provisional patent applications, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, industrial designs, inventions (whether or not patentable or reduced to practice) and improvements thereto (the "Patent Rights");
  - (b) the trademarks set forth on Schedule 2 hereto, being United States, state and non-U.S. trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, whether registered or unregistered, and pending registrations and applications to register the foregoing (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Contributor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - (c) all rights of any kind whatsoever of Contributor 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

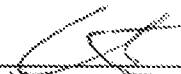
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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 is binding upon and inures to the benefit of the Contributor and its successors and assigns.
  3. Terms. This IP Assignment is subject to the terms and conditions of the Purchase Agreement. In the event of any ambiguity or conflict between the Purchase Agreement and this IP Assignment, the Purchase Agreement will control.
  4. Definitions. Capitalized terms used in this IP Assignment, unless otherwise defined herein, have the respective meanings assigned to them in the Purchase Agreement.
  5. Recordation and Further Actions. Contributor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Company. Following the date hereof, upon the Company's reasonable request, Contributor shall take such steps and actions, and provide such cooperation and assistance to the Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Company, or any assignee or successor thereto.
  6. Governing Law. This IP Assignment shall be construed and interpreted, and the rights of the Contributor and the Company shall be determined, in accordance with the Laws of the State of Delaware, without giving effect to any provision thereof that would require the application of the substantive Laws of any other jurisdiction.
  7. Headings. The descriptive headings of the several Sections of this Agreement contained herein are for convenience only and shall not affect the construction hereof.
  8. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this IP Assignment may be delivered via facsimile or electronic mail. In proving this IP Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this instrument as of the date first above written.

**CONTRIBUTOR:**

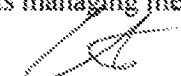
SPECIALTY PRODUCTS, INC.

By:  4/23/15  
Name: Ivan Daniel Helton  
Title: President

**THE COMPANY:**

VF SPECIALTY PRODUCTS, LLC

By: SPECIALTY PRODUCTS, INC.,  
its managing member

By:  4/23/15  
Name: Ivan Daniel Helton  
Title: President

**SCHEDULE 1  
ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Composite Armor Panel and Method of Manufacturing Same	U.S.A	8,220,378	7/17/2012
Composite Article Providing Blast Mitigation and Method for Manufacturing Same	U.S.A	7,687,147	3/30/2010
Isocyanate-reactive Component for Preparing Polyurethane-polyurea Polymer	U.S.A	7,655,309	2/2/2010

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
None	N/A	N/A	N/A

**SCHEDULE 2  
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Polyurea SS-100	U.S.A.	2,134,885	2/3/1998
Dragonshield -HT	U.S.A.	3,053,841	1/31/2006
WATERSAFE	U.S.A.	4,456,756	12/24/2013

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
None	N/A	N/A	N/A	N/A