

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highland Industries, Inc.		04/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tex-Tech Coatings, LLC		
Street Address:	1 City Center		
Internal Address:	11th Floor		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5370982	HIFLEX	
Registration Number:	5403174	HIFLEX ADVANTAGE	
Registration Number:	5403175	HIFLEX STRETCH	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<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:	714-424-8215		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Carlo Van den Bosch c/o Sheppard Mullin		
Address Line 1:	650 Town Center Drive		
Address Line 2:	10th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	58LS-278492		
NAME OF SUBMITTER:	Carlo F. Van den Bosch		
SIGNATURE:	/cfv/		
DATE SIGNED:	05/16/2019		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 30, 2019, is made by Highland Industries, Inc., a Delaware corporation (“**Assignor**”) in favor of Tex-Tech Coatings, LLC, a Delaware limited liability company (“**Assignee**”). All capitalized terms used, but not defined in this Agreement, shall have the same meanings as are given to such terms in that certain Asset Purchase Agreement, dated as of March 11, 2019, by and between Assignor and Assignee (the “**Asset Purchase Agreement**”).

WHEREAS, Assignor and Assignee desire to enter into this IP Assignment pursuant to which Assignor shall assign to Assignee (i) U.S. Patent No. 9,464,373 entitled “Shifted Angle Fabric,” (ii) U.S. Patent No. 7,735,342 entitled “Apparatus For Forming An Unbalanced, Circular Knit Fabric And A Coated Fabric Produced Therefrom,” and (iii) U.S. Patent No. 8,296,911 entitled “Shifted Angle Fabric” (collectively, the “**Assigned Patents**”); and

WHEREAS, Assignor and Assignee desire to enter into this IP Assignment pursuant to which Assignor shall assign to Assignee (i) U.S. Trademark Reg. No. 5,370,982 for the mark HIFLEX & Design, (ii) U.S. Trademark Reg. No. 5,403,174 for the mark HIFLEX ADVANTAGE, and (iii) U.S. Trademark Reg. No. 5,403,175 for the mark HIFLEX STRETCH (collectively, the “**Assigned Trademarks**”).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this IP Assignment, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment.

(a) Assignment. Upon the terms and subject to the conditions of the Asset Purchase Agreement and this IP Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (including as set forth in the Asset Purchase Agreement), Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer of, free and clear of all Liens other than Permitted Liens, all of Assignor’s right, title and interest in, and to all Intellectual Property included in the Purchased Assets, including, without limitation, the Assigned Patents and the Assigned Trademarks, together with the goodwill of the business associated with the Assigned Trademarks and which is symbolized thereby, all rights to sue for infringement of such Intellectual Property, whether arising prior to or subsequent to the date of this IP Assignment, and any and all renewals, extensions, and continuations thereof that may hereafter be secured under applicable Laws now or hereafter in effect, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment not been made.

(b) Terms of the Asset Purchase Agreement. The assignment and transfer of the Intellectual Property included in the Purchased Assets including, without limitation, the Assigned Patents and the Assigned Trademarks made hereunder are made in accordance with and subject to the Asset Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated herein by reference.

(c) Further Assurances. Assignor shall execute and deliver such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee of the Intellectual Property included in the Purchased Assets including, without limitation, the Assigned Patents and the Assigned Trademarks.

2. Choice of Law. Except to the extent that federal Law preempts state Law with respect to the matters covered hereby, all questions concerning the construction, validity and interpretation of this IP Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

3. Conflict. If there is any conflict or inconsistency between the terms of this IP Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

5. Execution. This IP Assignment may be executed in one or more counterparts, including by means of a facsimile machine or similar electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this to be duly executed by its duly authorized officer as of the date first set forth above.


**ASSIGNOR: HIGHLAND INDUSTRIES,
INC.**

By: 

Name: Brian Beaupre

Title: Vice President

ASSIGNEE: TEX-TECH COATINGS, LLC

By: 
Name: Ciaran Lynch
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]