

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LTL Color Compounders, Inc.		11/26/2014	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MVP Acquisition LLC		
Street Address:	20 Progress Drive		
City:	Morrisville		
State/Country:	PENNSYLVANIA		
Postal Code:	19067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3877408	COLORRX	
Registration Number:	4019660	ECOFAST	
Registration Number:	3843269	COLORFAST	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	33042.04080		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	06/04/2019		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of November 26, 2014 by and between LTL Color Compounders, Inc., a Pennsylvania corporation (“Assignor”), and MVP Acquisition LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is engaged in the business of manufacturing and selling compounded plastics, including color compounds, functional compounds and polymer alloy compounded products (the “Business”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), which provides, among other things, that Assignee is acquiring substantially all of the assets of Assignor;

WHEREAS, Assignee is a successor to the Business of the Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s rights, title and interests in all Seller Intellectual Property (as the term is defined in the Purchase Agreement), and Assignee desires to accept the assignment of such Seller Intellectual Property from Assignor, subject to the terms and conditions of the Purchase Agreement and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor and used in or useful to the operation of the Business, including but not limited those identified on Schedule A attached hereto, (collectively, the “Marks”); (ii) all registrations and applications for registration of the Marks worldwide, including, but not limited to, the trademark registrations identified on Schedule B attached hereto; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and

benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, including, without limitation, the execution of all documents necessary to register in the name of Assignee the assignment of the registrations of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, all without further consideration, but at the expense of Assignee, its successors, assigns or other legal representatives.

[Signature Page Follows]

In witness whereof, Assignor has executed this Trademark Assignment Agreement as of the date first written above.

LTL COLOR COMPOUNDERS, INC. (ASSIGNOR)

By: _____
Name: _____ JAMES FLANIK
Title: _____ PRESIDENT

MVP ACQUISITION LLC (ASSIGNEE)

By: _____
Name: _____
Title: _____

In witness whereof, Assignor has executed this Trademark Assignment Agreement as of the date first written above.

LTL COLOR COMPOUNDERS, INC. (ASSIGNOR)

By: _____

Name: _____

Title: _____

MVP ACQUISITION LLC (ASSIGNEE)

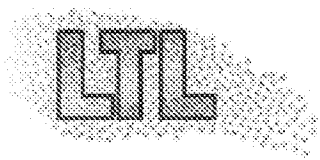



By: Jane Hamrick

Name: Jane Hamrick

Title: CFO

Signature Page for Trademark Assignment Agreement

SCHEDULE A

MARKS
LTL

LTL Color Compounders



COLORRX
ECOFAST
COLORFAST

Unregistered Trademarks:

- X-Series

SCHEDULE B
TRADEMARK REGISTRATION

Trademark	Filing Date	Application No.	Registration Date	Registration No.	Status
COLORRX	8/26/2008	77/556,272	11/16/2010	3,877,408	Registered
ECOFAST	1/3/2007	77/074,837	8/30/2011	4,019,660	Registered
COLORFAST	4/8/2008	77/442,445	8/31/2010	3,843,269	Registered