

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glo-Mold, Inc.		01/14/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Preferred Compounding Corp.		
Street Address:	175 Montrose West Avenue		
City:	Copley		
State/Country:	OHIO		
Postal Code:	44321		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1037772	GLO-MOLD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A. Bowman		
Address Line 1:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Megan A. Bowman		
SIGNATURE:	/Megan A. Bowman/		
DATE SIGNED:	06/07/2019		
Total Attachments: 7			
source=06#page1.tif			
source=06#page2.tif			
source=06#page3.tif			
source=06#page4.tif			
source=06#page5.tif			
source=06#page6.tif			
source=06#page7.tif			

OP \$40.00 103772

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

January 14, 2019

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of the date hereof by and among Preferred Compounding Corp., a Delaware corporation (“Purchaser”), Valley Rubber Mixing, Inc., an Ohio corporation (“Valley”), Glo-Mold, Inc., an Ohio corporation (“Glo-Mold”). Each of Valley and Glo-Mold may be individually referred to herein as a “Company” and collectively as the “Companies”. Purchaser, the Companies, and the Shareholders are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as the date hereof. 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, the Companies desire to effectuate the sale, assignment, conveyance, transfer, and delivery to Purchaser of all of the Companies’ Intellectual Property, including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Purchaser 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. Each Company hereby irrevocably sells, conveys, assigns, transfers, and delivers to Purchaser and its successors and assigns forever, without any restrictions, limitations, or reservations except as may be expressly stated in the Purchase Agreement, all of such Company’s right, title, and interest in and to the IP Rights, as fully and entirely as the same would have been held and enjoyed by such Company had this IP Assignment not been made, including (a) any and all issuances, extensions, rights to claim priority from or to, 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 such Company has or may have in profits and damages for past, present and future infringements, misappropriations or violations of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Purchaser does hereby accept assignment of the IP Rights from Company.

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 the 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 the Companies 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 Purchaser. 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 the Companies providing Purchaser with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then the Companies shall take all reasonable necessary steps as requested by Purchaser to delete the social networking identifier(s) at issue. In the event that the Companies are unable to delete any of the social networking identifiers requested by Purchaser, the Companies agree to permanently cease the use of such social networking identifiers, and the Companies agree that they will not, at any time, except upon the express prior written consent of Purchaser, 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. The Companies and Purchaser 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 the Companies 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 Purchaser 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. Each Company covenants and agrees, at its own expense, to execute and to deliver, at the request of Purchaser, such further instruments of transfer and assignment and to take such other action as Purchaser 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 Purchaser may reasonably request of such Company from time to time, to perfect or record the right or title of Purchaser to the IP Rights transferred hereby. Purchaser shall be responsible for any filing or recording costs, fees and expenses.

6. 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.

7. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Purchaser, the Companies, and each of their respective successors and permitted assigns.

8. 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.

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 Follows]

IN WITNESS WHEREOF, the Companies and Purchaser have executed this IP Assignment as of the date and year first above written.

PURCHASER

PREFERRED COMPOUNDING CORP.

By: 
Name: Kenneth L. Bloom
Title: Chief Executive Officer and President

COMPANIES

VALLEY RUBBER MIXING, INC.

By: _____
Name: _____
Title: _____

GLO-MOLD, INC.

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the Companies and Purchaser have executed this IP Assignment as of the date and year first above written.

PURCHASER

PREFERRED COMPOUNDING CORP.

By: _____
Name: Kenneth L. Bloom
Title: Chief Executive Officer and President

COMPANIES

VALLEY RUBBER MIXING, INC.

By: Thomas J Brennan
Name: THOMAS J BRENNAN
Title: PRESIDENT

GLO-MOLD, INC.

By: Thomas J Brennan
Name: THOMAS J BRENNAN
Title: PRESIDENT

[Signature Page to IP Assignment]

Exhibit A

1. Patents: None

2. Domain names and website content:
 - a. www.valleyrubber.com
 - b. www.glo-mold.com

3. Phone numbers:
 - a. 330-434-4442
 - b. 800-262-7626
 - c. 330-434-4446
 - d. 330-434-4447
 - e. 330-434-4777
 - f. 330-258-2016 (fax)

4. Names:
 - a. Glo-Mold
 - b. Valley Rubber

5. Trade Secrets
 - a. Formulas relating to all customers to be provided upon Closing.
 - b. All intellectual property rights in any inventions, works or other developments, all of which are owned by Valley Rubber or Glo-Mold.

At Closing, the Companies shall deliver to Purchaser the trade secrets and all documentation, instructions, specifications or other information necessary for Purchaser to become familiar with the trade secrets and to use, execute, operate or otherwise enjoy the trade secrets.

6. Social Media

Social Media Platform	Link
Twitter	https://twitter.com/glomold
LinkedIn	https://www.linkedin.com/company/valley-rubber-mixing-inc/

7. Trademarks Applications and Registrations, including underlying trademarks:

Trademark	Ser./Reg. No.	Filing/Reg. Date	Country	Owner	Goods/Services	Status
GLO-MOLD	App 73059125 Reg 1037772	App 30-JUL-1975 Reg 13-APR-1976	U.S.	GLO-MOLD, INC.	Goods and Services: INT. CL. 3 MOLD CLEANING COMPOUND	Registered

8. Unregistered trademarks and logos:

